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No. 23]

NEW DELHI, MAY 31—JUNE 6, 2009, SATURDAY/JYAISTHA 10—JYAISTHA 16, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं।
Statutory Orders and Notifications Issued by the Ministries of the Government of India.
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय
(पेंशन और पेंशनभोगी कल्याण विभाग)

नई दिल्ली, 27 मई, 2009

का.आ. 1529.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परंतुक और अनुच्छेद 148 के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा तथा लेखा परीक्षक विभाग में कार्यरत कर्मचारियों के संबंध में भारत के नियंत्रक तथा महालेखा परीक्षक से परामर्श करने के पश्चात् साधारण भविष्य निधि (केन्द्रीय सेवाएं) नियम, 1960 का और संशोधन करने के लिए निम्नलिखित नियम बनाती हैं, अर्थात् :—

- (1) इन नियमों का संक्षिप्त नाम साधारण भविष्य निधि (केन्द्रीय सेवाएं) संशोधन नियम, 2009 है।
(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।
- साधारण भविष्य निधि (केन्द्रीय सेवाएं) नियम, 1960 के नियम 33ख के खंड (क) और खंड (ख) के स्थान पर निम्नलिखित खंड रखे जाएंगे, अर्थात् :—

“(क) मृत्यु के मास से पूर्ववर्ती तीन वर्षों के दौरान किसी भी समय ऐसे अभिदाता का जमा अतिशेष निम्नलिखित सीमा से कम नहीं होगा:—

- केन्द्रीय सिविल सेवा (पुनरीक्षित वेतन) नियम, 2008 के अनुसार पे बैंड-2(9,300-34,800 रुपए) या ऊपर में पद धारण करने वाले और 4,800 रुपए या अधिक प्रतिमास ग्रेड पे लेने वाले अभिदाता की दशा में 25,000 रुपए;
- केन्द्रीय सिविल सेवा (पुनरीक्षित वेतन) नियम, 2008 के अनुसार पे बैंड-2(9,300-34,800 रुपए) में पद धारण करने वाले और 4,200 रुपए प्रतिमास या अधिक किन्तु 4,800 रुपए प्रतिमास से कम ग्रेड पे लेने वाले अभिदाता की दशा में 15,000 रुपए;
- केन्द्रीय सिविल सेवा (पुनरीक्षित वेतन) नियम, 2008 के अनुसार पे बैंड-2 पे बैंड-1 या पे बैंड-1S (4,440-7,440 रुपए) में पद धारण करने वाले और 1,400 रुपए प्रतिमास या अधिक किन्तु 4,200 रुपए

प्रतिमास से कम ग्रेड पे लेने वाले अभिदाता की दशा में 1,000 रुपए;

- (iv) केन्द्रीय सिविल सेवा (पुनरीक्षित वेतन) नियम, 2008 के अनुसार पे बैंड-1S (4,440-7,440 रुपए) में पद धारण करने वाले और 1,300 रुपए प्रतिमास या अधिक किन्तु 1,400 रुपए प्रतिमास से कम ग्रेड पे लेने वाले अभिदाता की दशा में 6,000 रुपए; और

- (ख) इस नियम के अधीन संदेय अतिरिक्त रकम 60,000 रुपए से अधिक नहीं होगी।"

टिप्पण : भारत के राजपत्र में का.आ. सं. 826, तारीख 25 अप्रैल, 1998 द्वारा प्रकाशित पूर्व पुनरीक्षित स्कीम जो, इस अधिसूचना से पूर्व विद्यमान थी, इस तारीख के प्रकाशन को या उससे पूर्व अभिदाता की मृत्यु की दशा में लागू होगी और उनको पूर्वोक्त नियम, 33ख लागू नहीं होता है।

[फा. सं. 45/4/2008-पी एंड पी डब्ल्यू (एफ)]

एम. पी. सिंह, निदेशक

पाद टिप्पण : साधारण भविष्य निधि (केन्द्रीय सेवाएं) नियम, 1960 भारत के राजपत्र में अधिसूचना सं. का.आ. 3000 तारीख 1 दिसंबर, 1960 द्वारा प्रकाशित किए गए थे। नियमों का चतुर्थ पुनर्मुद्रण (29-2-1988 तक संशोधित) द्विपाषी रूप में प्रकाशित किया गया था। नियमों में पश्चात्पूर्वी संशोधन नीचे वर्णित अधिसूचनाओं द्वारा किए गए :-

1. का.आ. सं. 2002, तारीख 2 सितंबर, 1989
2. का.आ. सं. 710, तारीख 4 मार्च, 1990
3. का.आ. सं. 3006, तारीख 17 नवंबर, 1990
4. का.आ. सं. 3272, तारीख 9 दिसंबर, 1990
5. का.आ. सं. 146, तारीख 20 मार्च, 1993
6. का.आ. सं. 377, तारीख 10 फरवरी, 1996
7. का.आ. सं. 379, तारीख 10 फरवरी, 1996
8. का.आ. सं. 3288, तारीख 23 नवंबर, 1996
9. का.आ. सं. 826, तारीख 25 अप्रैल, 1998
10. का.आ. सं. 2500, तारीख 5 दिसंबर, 1998
11. का.आ. सं. 2690, तारीख 16 सितंबर, 2003
12. का.आ. सं. 1485(अ), तारीख 30 दिसंबर, 2003
13. का.आ. सं. 3682, तारीख 15 अक्टूबर, 2005

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Pension and Pensioners Welfare)

New Delhi, the 27th May, 2009

S.O. 1529.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely :—

1. (1) These rules may be called the General Provident Fund (Central Services) Amendment Rules, 2009.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the General Provident Fund (Central Services) Rules, 1960, in rule 33-B, for clauses (a) and (b), the following clauses shall be substituted, namely :—

"(a) the balance at the credit of such subscriber shall not at any time during the three years preceding the month of death have fallen below the limits of :—

(i) Rs. 25,000 in the case of a subscriber holding a post in the Pay Band-2 (Rs. 9,300-34,800) or above and drawing a Grade Pay of Rs. 4,800 p.m. or more as per Central Civil Service (Revised Pay) Rules, 2008;

(ii) Rs. 15,000 in the case of a subscriber holding a post in the Pay Band-2 (Rs. 9,300-34,800) and drawing a Grade Pay of Rs. 4,200 p.m. or more but less than Rs. 4,800 p.m. as per Central Civil Services (Revised Pay) Rules, 2008;

(iii) Rs. 10,000 in the case of a subscriber holding a post in the Pay Band-2, Pay Band-1 or Pay Band-1S (Rs. 4,440-7,440) and drawing a Grade Pay of Rs. 1,400 p.m. or more but less than Rs. 4,200 p.m. as per Central Civil Services (Revised Pay) Rules, 2008;

(iv) Rs. 6,000 in the case of a subscriber holding a post in the Pay Band-1S (Rs. 4,440-7,440) and drawing a Grade Pay of Rs. 1,300 p.m. or more but less than Rs. 1,400 p.m. as per Central Civil Services (Revised Pay) Rules, 2008; and

(b) the additional amount payable under this rule shall not exceed Rs. 60,000."

Note:—Pre-revised Scheme which existed before this Notification published in the Gazette of India vide S.O. 826 dated 25th April, 1998, shall apply in cases of death of subscriber on or before the publication of this date and to whom aforesaid amended rule 33-B does not apply.

[F. No. 45/4/2008-P&PW(F)]

M. P. SINGH, Director

Foot note:—The General Provident Fund (Central Services) Rules, 1960, were published in the Gazette of India vide Notification No. S.O. 3,000 dated the 1st December, 1960. The Fourth re-print of the Rules, (corrected up to 29-2-1988) have since been published in diglot form. The rules were subsequently amended vide notifications mentioned below :—

1. S.O. No. 2002 dated the 2nd September, 1989.
2. S.O. No. 710 dated the 4th March, 1990.
3. S.O. No. 3006 dated the 17th November, 1990.
4. S.O. No. 3272 dated the 9th December, 1990.
5. S.O. No. 146 dated the 20th March, 1993.
6. S.O. No. 377 dated the 10th February, 1996.
7. S.O. No. 379 dated the 10th February, 1996.
8. S.O. No. 3288 dated the 23rd November, 1996.

9. S.O. No.826 dated the 25th April, 1998.
10. S.O. No.2500 dated the 5th December, 1998.
11. S.O. No.2690 dated the 16th September, 2003.
12. S.O. No.1485(E) dated the 30th December, 2003.
13. S.O. No.3682 dated the 15th October, 2005.

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 13 अप्रैल, 2009

सं. 01/2009-10

का.आ. 1530.—माननीय राजस्थान उच्च न्यायालय, जयपुर बेंच, जयपुर की रिट पेटिशन संख्या 494/2007 दिनांक 20-2-2009 में निहित आदेश के अनुपालन में, आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर, एतद्वारा निर्धारण वर्ष 2001-02, 2002-03 एवं 2003-04 कथित धारा के उद्देश्य से "साहित्य सदावर्त समिति, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

यह अनुमोदन, राजस्थान उच्च न्यायालय की खण्डपीठ के समक्ष रिट पेटिशन संख्या 494/2007 दिनांक 20-2-2009 को पारित निर्णय के विरुद्ध दाखिल विचाराधीन अपील का निर्णय होने के बाद समीक्षाधीन शर्तों के तहत प्रदान की जाती है।

[क्रमांक: मुआआ/अआआ/(मु.)/जय/10(23सी)
(vi)/09-10/99]

बी. एस. दिल्ली, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX**

Jaipur, the 13th April, 2009

No. 01/2009-10

S.O. 1530.—In compliance of Hon'ble High Court of Rajasthan, Jaipur Bench, Jaipur's order in Writ Petition No. 494/2007 dated 20-02-2009 and in exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Sahitya Sadawart Samiti, Jaipur" for the purpose of said section for the A. Yrs. 2001-02, 2002-03 & 2003-04.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

This approval is subject to review after the decision of the Division Bench of Rajasthan High Court before which an appeal is being filed against the decision dated 20-02-2009 in Writ Petition No. 494/2007.

[No. CCIT/JPR/Addl. CIT (H qrs)/10(23C)(vi)/2009-10/99]
B. S. DHILLON, Chief Commissioner of Income-tax

वित्त मंत्रालय

(राजस्व विभाग)

कार्यालय मुख्य आयकर आयुक्त

आदेश

गुवाहाटी, 19 सितंबर, 2008

**आयकर अधिनियम, 1961 की धारा 10 के खंड (23ग)
के उप-खंड (VI क) के अंतर्गत अनुमोदन**

का.आ. 1531.—आयकर नियम, 1962 के नियम 2ग के साथ पठित आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उप-खंड (vi क) के संबंध में केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली की अधिसूचना सं. का.आ. 850(अ) दिनांक 30 मई, 2007 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, श्री विनीत सहाय, मुख्य आयकर आयुक्त, गुवाहाटी एतद्वारा 'पेथ मिनिस्ट्री सोसाइटी' (पैन एएटीएफ 1734ए) इसमें इसके पश्चात् 'सोसाइटी' के नाम से निर्दिष्ट, को उपरोक्त धारा के प्रयोजन के लिए निम्नलिखित शर्तों के अधीन निर्धारण वर्ष 2009-10 हेतु अनुमोदन प्रदान करता हूँ :-

1. सोसाइटी अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन, पूर्णतया तथा सिर्फ उन उद्देश्यों के लिए करेगी, जिसके लिए इसकी स्थापना की गई है, और 1 अप्रैल, 2002 को या इसके बाद अपनी आय का पन्द्रह प्रतिशत से अधिक राशि संचयन होने पर पन्द्रह प्रतिशत से अधिक संचित राशि किसी भी हालत में पाँच साल से अधिक अवधि के लिए नहीं होगी।

2. सोसाइटी उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान आयकर अधिनियम, 1961 की धारा 11 की उप धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (ज्वर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे नहीं करवा सकेगी।

3. यह अनुमोदन किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से हुए लाभ तथा प्राप्तियों के रूप में हो, जब तक कि ऐसा कारोबार सोसाइटी के उद्देश्यों की प्राप्ति के लिए आनुसंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

4. आयकर अधिनियम, 1961 की धारा 115 खखग में विनिर्दिष्ट किसी भी अनात्म संदान, जिस पर उपरोक्त धारा के प्रावधानों के अनुसार आयकर देय है, को सोसाइटी के कुल आय में शामिल किया जाएगा।

5. सोसाइटी आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय वितरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगी।

6. सोसाइटी के विघटन होने की स्थिति में, इसके अधिशेष तथा परिसंपत्तियाँ समान उद्देश्य वाले संगठन को दी जाएंगी और

उसका कोई अंश प्रत्यक्ष या परोक्ष रूप से सोसाइटी के किसी लाभार्थी को या आयकर अधिनियम, 1961 की धारा 13(3) में उल्लिखित किसी अन्य व्यक्ति को नहीं दी जाएगी।

7. सोसाइटी को प्रदत्त अनुमोदन वापस ले लिया जाएगा यदि बाद में यह पाया गया कि :-

(क) सोसाइटी द्वारा

(i) अपनी आय का विनियोग आयकर अधिनियम, 1961 की धारा 10(23ग) के तृतीय परंतुक के खंड (क) में अंतर्विष्ट प्रावधानों के अनुसार नहीं किया गया है।

(ii) अपने निधि का निक्षेप या निवेश आयकर अधिनियम, 1961 की धारा 10(23ग) के तृतीय परंतुक के खंड (ख) में अंतर्विष्ट प्रावधानों के अनुसार नहीं किया गया है, अथवा—

(ख) सोसाइटी के कार्यकलाप

(i) प्रामाणिक नहीं हैं अथवा

(ii) किसी एक या उन सभी शर्तों के अनुसार नहीं हैं जिनके अंतर्गत अनुमोदन दिया गया है अथवा—

(ग) सोसाइटी द्वारा कपट या तथ्यों के अन्यथा-कथन द्वारा अनुमोदन प्राप्त किया गया है।

8. उपर्युक्त अनुमोदन केवल आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23ग) की उपखंड (vi) के प्रयोजन हेतु दिया गया है न कि किसी अन्य प्रयोजन के लिए।

[मीमो सं. ए-9/पार्ट-17/सीसीआईटी/जीएचवाई/टेक/2007-08]

विनीत सहाय, मुख्य आयकर आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

ORDER

Guwahati, the 19th September, 2008

Approval under Sub-Clause (via) of Clause (23C) of
Section 10 of the Income Tax Act, 1961

S.O. 1531.—In exercise of the powers conferred on me by virtue of Notification No. SO. 850(E) dated 30th May, 2007 of the Central Board of Direct Taxes, New Delhi with regard to sub-clause (via) of Clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961) read with Rule 2C of the Income Tax Rules 1962, I, Shri Vineet Sahai, Chief Commissioner of Income Tax, Guwahati hereby accord approval to "Faith Ministry Society" (PAN AAATF 1734A), hereinafter referred to as the 'Society', for the purpose of the said section for the assessment year 2009-10 subject to the conditions mentioned here under :—

1. the Society shall apply its income or accumulate for application, wholly and exclusively to the objects of the Society for which it is established and, in a case where more than fifteen percent of its income is accumulated on or after the 1st day of

April, 2002, the period of the accumulation of the amount exceeding fifteen percent of its income shall in no case exceed five years;

2. the Society shall not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment year mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 of the Income Tax Act, 1961;

3. this approval shall not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Society and separate books of account are maintained in respect of such business;

4. any anonymous donation referred to in Section 115BBC of the Income Tax Act, 1961 on which tax is payable in accordance with the provisions of the said section shall be included in the total income of the Society;

5. the Society shall regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income Tax Act, 1961;

6. in the event of dissolution of the Society, its surplus and assets shall be given to an organisation with similar objectives and no part of the same will go directly or indirectly to any of the beneficiaries of the Society or anybody specified in Section 13(3) of the Income Tax Act, 1961;

7. the approval granted to the Society shall be withdrawn if it is subsequently found that

(a) the Society has not

(i) applied its income in accordance with the provisions contained in clause (a) of the third proviso of Section 10(23C) of the Income Tax Act, 1961

(ii) invested or deposited its funds in accordance with the provisions contained in clause (b) of the third proviso of Section 10(23C) of the Income Tax Act, 1961 or

(b) the activities of the Society

(i) are not genuine or

(ii) are not being carried out in accordance with all or any of the conditions subject to which it has been approved or

(c) the Society has obtained the approval by fraud or misrepresentation of facts.

8. The above approval is given for the purpose of Section 10(23C) (via) of the Income Tax Act, 1961 only and not for any other purpose.

[Memo No. A-9/Part-17/CCIT/GHY/Tech/2007-08]

VINEET SAHAI, Chief Commissioner of Income Tax

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 20 मई, 2009

का.आ. 1532.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में "मनिपाल एकेडमी आफ हायर एजुकेशन" और उससे संबंधित प्रविष्टियों के बाद "के एल ई यूनिवर्सिटी (सम विश्वविद्यालय), बेलगांव, कर्नाटक जोड़ा जाएगा और "के एल ई यूनिवर्सिटी (सम विश्वविद्यालय), बेलगांव, कर्नाटक के सामने मान्यताप्राप्त चिकित्सा अर्हता (इसके आगे स्तम्भ (2) के रूप में संदर्भित) शीर्षक के अंतर्गत 'पंजीयन के लिए संक्षेपण' [इसके आगे स्तम्भ (3) के रूप में संदर्भित] शीर्षक के अंतर्गत निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात् :-

मान्यताप्राप्त चिकित्सा अर्हता	पंजीयन के लिए संक्षेपण
2	3
संवेदनाहरण डिप्लोमा	डी. ए. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
नैदानिक विकृति विज्ञान डिप्लोमा	डी. सी. पी. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
न्यायालयीय चिकित्सा डिप्लोमा	डी. एफ. एम. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
स्त्री एवं प्रसूतिरोग विज्ञान डिप्लोमा	डी. ओ. जी. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
नेत्र विज्ञान डिप्लोमा	डी. ओ. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
विकलांग विज्ञान डिप्लोमा	डी. आर्थो. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
कर्णनासा कंठ विज्ञान डिप्लोमा	डी. एल. ओ. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
जन स्वास्थ्य डिप्लोमा	डी. पी. एच. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
विकिरण-निदान डिप्लोमा	डी. एम. आर. डी. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
त्वचा विज्ञान रतिजरोग विज्ञान एवं कुष्ठ डिप्लोमा	डी. डी. वी. एल. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
बाल स्वास्थ्य डिप्लोमा	डी. सी. एच. (जब यह मई, 2008 में या इसके बाद प्रदान की गई हो)
मजिस्ट्रार चिरुगी (यूरोलॉजी/जेनिटो-यूरीनरी सर्जरी)	एम.सी.एच. (यूरो/जेन-यूरी. सर्जरी) (जब अप्रैल, 2005 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (संवेदनाहरण विज्ञान)	एम.डी. (संवेदनाहरण) (जब मई, 2005 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (जैव-रसायन)	एम.डी. (जैव-रसायन) (जब मई, 2005 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (समुदाय चिकित्सा)	एम.डी. (समुदाय चिकित्सा) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (त्वचा विज्ञान, रतिजरोग विज्ञान एवं कुष्ठ रोग)	एम.डी. (डी.वी.एल.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (फोरेसिक चिकित्सा)	एम.डी. (फा. चि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (जनरल मेडिसिन)	एम.डी. (जन. मेडि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (सूक्ष्म जैवविज्ञानी)	एम.डी. (सूक्ष्म जैव.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)

2	3
आयुर्विज्ञान वाचस्पति (बाल चिकित्सा विज्ञान)	एम.डी. (बाल चि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (पैथालॉजी)	एम.डी. (पैथो.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (फार्माकोलॉजी)	एम.डी. (फार्मा.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (शरीर क्रिया विज्ञान)	एम.डी. (श.कि.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (रेडियो डायग्नोसिस/रेडियोलॉजी)	एम.डी. (आर.डी.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (सामाजिक एवं निवारक चिकित्सा समुदाय चिकित्सा)	एम.डी. (एस.पी.एम./सामु.चि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (क्षयरोग एवं श्वसन रोग)	एम.डी. (क्षयरोग एवं श्वसन रोग) (जब मई, 2003 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (शरीर रचना विज्ञान)	एम.डी. (श.र.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
आयुर्विज्ञान वाचस्पति (प्रसूति विज्ञान एवं स्त्री रोग विज्ञान)	एम.डी. (प्रसूति एवं स्त्री रो.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (शरीर रचना विज्ञान)	एम.एस. (श.र.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (प्रसूति विज्ञान एवं स्त्री रोग विज्ञान)	एम.एस. (प्रसूति एवं स्त्री रो.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (ओटो-राइनोलैरिंगोलॉजी)	एम.एस. (ई.एन.टी.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (जनरल सर्जरी)	एम.एस. (जन.सर्ज.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (नेत्र विज्ञान)	एम.एस. (ने.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)
शल्य विज्ञान निष्णात (विकलांग विज्ञान)	एम.एस. (वि.वि.) (जब मई, 2008 को अथवा उसके बाद दी गई हो)

[फा. सं. यू. 12012/590/2007-एम ई (पी-11)]

एन. बारिक, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 20th May, 2009

S.O. 1532.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule after “Manipal Academy of Higher Education” and entries relating thereto “KLE University (Deemed University), Belguam, Karnataka” shall be added and against “KLE University (Deemed University), Belguam, Karnataka” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], and under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted namely :—

Recognized Medical Qualification	Abbreviation for Registration
(2)	(3)
Diploma in Anesthesia	D.A. (when granted on or after May, 2008)
Diploma in Clinical Pathology	D.C.P. (when granted on or after May, 2008)
Diploma in Forensic Medicine	D.F.M. (when granted on or after May, 2008)
Diploma in Obstetrics & Gynecology	D.O.G. (when granted on or after May, 2008)

2

3

Diploma in Ophthalmology	D.O. (when granted on or after May, 2008)
Diploma in Orthopaedics	D. Ortho (when granted on or after May, 2008)
Diploma in Oto-Rhino-Laryngology	D.L.O. (when granted on or after May, 2008)
Diploma in Public Health	D.P.H. (when granted on or after May, 2008)
Diploma in Radio-Diagnosis	D.M.R.D. (when granted on or after May, 2008)
Diploma in Dermatology Venereology and Leprosy	D.D.V.L. (when granted on or after May, 2008)
Diploma in Child Health	D.C.H. (when granted on or after May, 2008)
Magistrar Chirurgiae (Urology/Genito-Urinary Surgery)	M.Ch. Uro./Gen.-Urin. Surg.) (when granted on or after April, 2005)
Doctor of Medicine (Anaesthesiology)	M.D. (Anaes) (when granted on or after May, 2008)
Doctor of Medicine (Bio-Chemistry)	M.D. (Bio-Chem.) (when granted on or after May, 2005)
Doctor of Medicine (Community Medicine)	M.D. (Comm. Med.) (when granted on or after May, 2008)
Doctor of Medicine (Dermatology Venereology and Leprosy)	M.D. (D.V.L.) (when granted on or after May, 2008)
Doctor of Medicine (Forensic Medicine)	M.D. (For. Med.) (when granted on or after May, 2008)
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.) (when granted on or after May, 2008)
Doctor of Medicine (Microbiology)	M.D. (Mic. Bio.) (when granted on or after May, 2008)
Doctor of Medicine (Paediatrics)	M.D. (Paed.) (when granted on or after May, 2008)
Doctor of Medicine (Pathology)	M.D. (Path.) (when granted on or after May, 2008)
Doctor of Medicine (Pharmacology)	M.D. (Pharm.) (when granted on or after May, 2008)
Doctor of Medicine (Physiology)	M.D. (Physio.) (when granted on or after May, 2008)
Doctor of Medicine (Radio Diagnosis/Radiology)	M.D. (R.D.) (when granted on or after May, 2008)
Doctor of Medicine (Social & Preventive Medicine/Community Medicine)	M.D. (S.P.M./Comm. Med.) (when granted on or after May, 2008)
Doctor of Medicine (Tuberculosis & Respiratory Diseases)	M.D. (T.B. & R.D.) (when granted on or after May, 2003)
Doctor of Medicine (Anatomy)	M.D. (Anat.) (when granted on or after May, 2008)
Doctor of Medicine (Obstetrics & Gynecology)	M.D. (Obst. & Gyne) (when granted on or after May, 2008)
Master of Surgery (Anatomy)	M.S. (Anat) (when granted on or after May, 2008)
Master of Surgery (Obstetrics & Gynecology)	M.S. (Obst. & Gyne) (when granted on or after May, 2008)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT.) (when granted on or after May, 2008)
Master of Surgery (General Surgery)	M.S. (Gen. Surg.) (when granted on or after May, 2008)
Master of Surgery (Ophthalmology)	M.S. (Ophth.) (when granted on or after May, 2008)
Master of Surgery (Orthopedics)	M.S. (Ortho.) (when granted on or after May, 2008)

[F.No. U. 12012/590/2007-ME(P-II)]

N. BARIK, Under Secy.

नई दिल्ली, 26 मई, 2009

का.आ. 1533.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त प्रथम अनुसूची में शीर्षक 'मान्यताप्राप्त चिकित्सा अर्हता' [स्तम्भ (2) में] के अंतर्गत "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर" और शीर्षक 'पंजीकरण के लिए संक्षेपण' [स्तम्भ (3) में] के अंतर्गत निम्नलिखित प्रविष्टियां शामिल की जाएंगी, अर्थात् :—

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आयुर्विज्ञान स्नातक और शल्य-विज्ञान स्नातक

एम.बी.बी.एस.

(यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर, कर्नाटक द्वारा एसडीएम स्वास्थ्य विज्ञान कालेज एवं अस्पताल, धारवाड़, कर्नाटक में प्रशिक्षण प्राप्त कर रहे छात्रों के संबंध में जनवरी, 2009 में अथवा उसके उपरांत प्रदान की गई हो।)

[फा. सं. यू. 12012/95/2001-एमई (पी-II)]

एन. बारिक, अवर सचिव

New Delhi, the 26th May, 2009

S.O. 1533.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule against “Rajiv Gandhi University of Health Sciences, Bangalore” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading “Abbreviation for Registration” [in column (3)], the following shall be inserted, namely:—

2

3

Bachelor of Medicine and Bachelor of Surgery

M.B.B.S.

(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka on or after January, 2009 in respect of students being trained at SDM College of Medical Sciences & Hospital, Dharwad, Karnataka).

[F. No. U. 12012/95/2001-ME(P-II)]

N. BARIK, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 25 मई, 2009

का.आ. 1534.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप-नियम (2) और (4) के अनुसरण में राइट्स, गुडगांव के निम्नलिखित कार्यालय को जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करता है :—

राइट्स लिमिटेड, मध्य क्षेत्र,
गुणवत्ता आश्वासन प्रभाग,
50, विस्तार कार्यालय
भिलाई इस्पात संयंत्र
भिलाई-490001 (छत्तीसगढ़)

[सं. हिंदी-2009/रा.भा.-1/12/2]

संसार चंद, निदेशक (राजभाषा)

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 25th May, 2009

S.O. 1534.—Ministry of Railways (Railway Board), in pursuance of sub-rules (2) and (4) of Rule, 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the following Office of RITES Ltd. Gurgaon, where 80% or more Officers/Employees have acquired the working knowledge of Hindi :—

RITES LTD., Central Region,
Quality Assurance Division,
50, Expansion Office,
Bhilai Steel Plant,
Bhilai-490001 (Chhatisgarh)

[No. Hindi-2009/O.L.-1/12/2]

SANSAR CHAND, Director (O.L.)

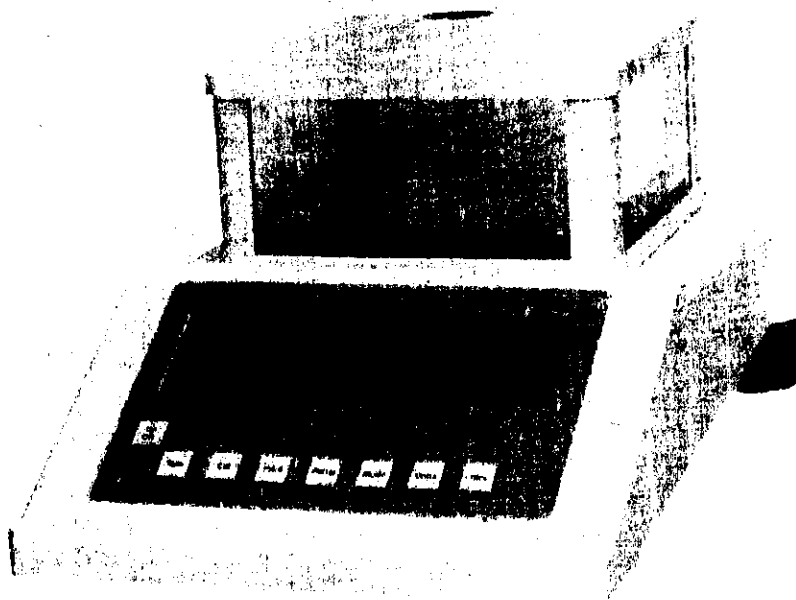
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 5 मार्च, 2009

का.आ. 1535.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स बिजेरबा इंडिया प्राइवेट लि., प्लॉट नं.-ईएल-100, एम आई डी सी, टी टी सी-इंडस्ट्रियल एरिया, महापे, नवी मुंबई-400705 द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग I) वाले "पी जी डब्ल्यू" शृंखला के अंकक सूचन संहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "बिजेरबा" है (जिसे इसमें इससे पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/137 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।



उक्त मॉडल एक इलेक्ट्रोमैग्नेटिक फोर्स कम्पनसेशन आधारित (अस्वचालित टेबल टॉप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 250 ग्रा. है और न्यूनतम क्षमता 100 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान। मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 50,000 तक अथवा उससे अधिक की रेंज में सत्यापन मान सहित 150 ग्रा. से 4500 ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धमात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21 (56)/2007]

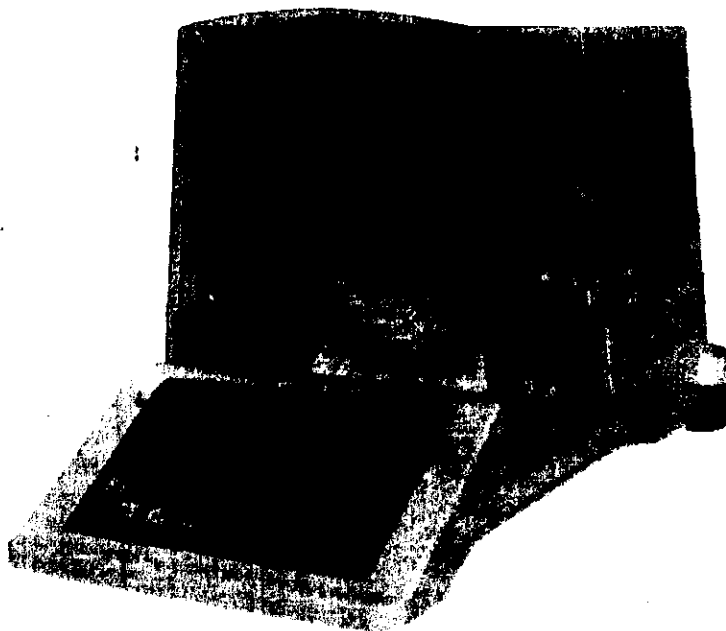
आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 5th March, 2009

S.O. 1535.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of "PGW" series of special accuracy (Accuracy class-I) and with brand name "BIZERBA" (herein referred to as the said model), manufactured by M/s. Bizerba India Private Limited, Plot No. EL 100, MIDC, TTC Industrial Area, Mahape, Navi Mumbai-400 705 and which is assigned the approval mark IND/09/07/137;



The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 250g and minimum capacity of 100mg. The verification scale interval (e) is 1mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacities comprising from 150g. to 4500g. and with number of verification scale interval (n) equal to or more than 50,000 for 'e' value of 1mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

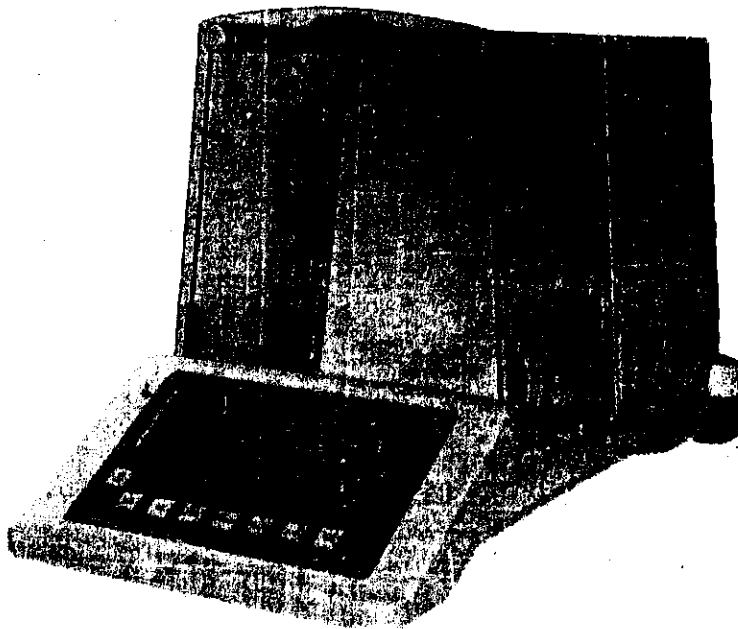
[F. No. WM-21 (56)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 मार्च, 2009

का.आ. 1536.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स बिजेरबा इंडिया प्राइवेट लि., प्लॉट नं.-ईएल-100, एम आई डी सी, टी टी सी-इंडस्ट्रियल एरिया, महापे, नवी मुंबई-400705 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "पी डब्ल्यू" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "बिजेरबा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/138 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 3000 ग्रा. है और न्यूनतम क्षमता 5 ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए छोलने से रोकने के लिए सोलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

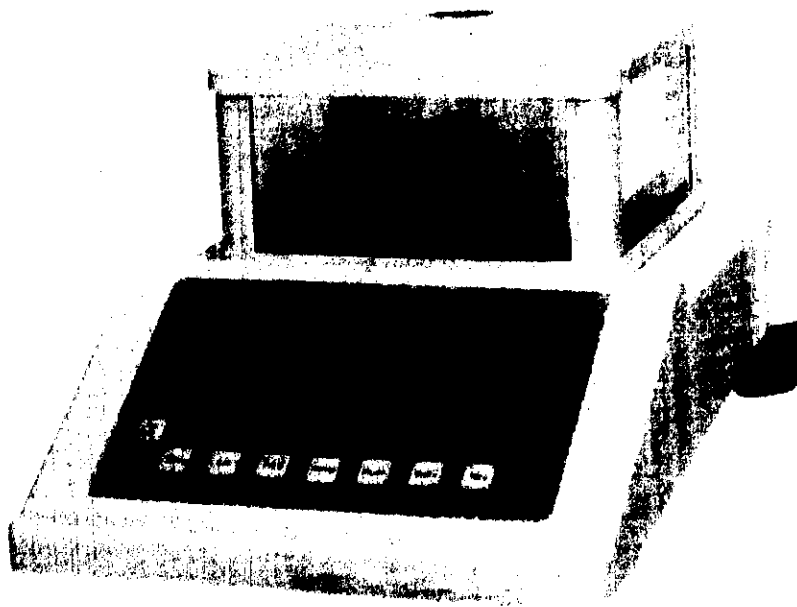
[फा. सं. डब्ल्यू एम-21 (56)/2007]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th March, 2009

S.O. 1536.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of "PW" series of high accuracy (Accuracy class-II) and with brand name "BIZERBA" (herein referred to as the said model), manufactured by M/s. Bizerba India Private Limited, Plot No. E1. 100, MIDC, TTC Industrial Area, Mahape, Navi Mumbai-400 705 and which is assigned the approval mark IND/09/07/138:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 3000g. and minimum capacity of 5g. The verification scale interval (e) is 100mg. It has a tare device with a 100 per cent subtractive ~~retained tare effect~~. The Liquid Crystal Diode (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with Maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (56)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1537.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओलीव डिजीटल, साईनाथ लेन, सहयोग लेन के सामने, गांधी नगर, गौशाला रोड, अम्बेडकर रोड के पास, कंडीवाली (W) मुंबई-400 067 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग II) वाले "ODTS" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ORION" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/347 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



A4006

आकृति-2 इंडीकेटर के मॉडल का सीलिंग प्रावधान।

स्केल की तल प्लेट और शीर्ष कवर में बनाए गए इन दो छेदों में से सिलिंग वायर निकाल कर सीलिंग की जाती है। स्टाम्पिंग के लिए लीड सील के साथ स्केल की बाडी में से सिलिंग वायर निकाल कर स्टाम्पिंग प्लेट लगाई गई है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (272) 2008]

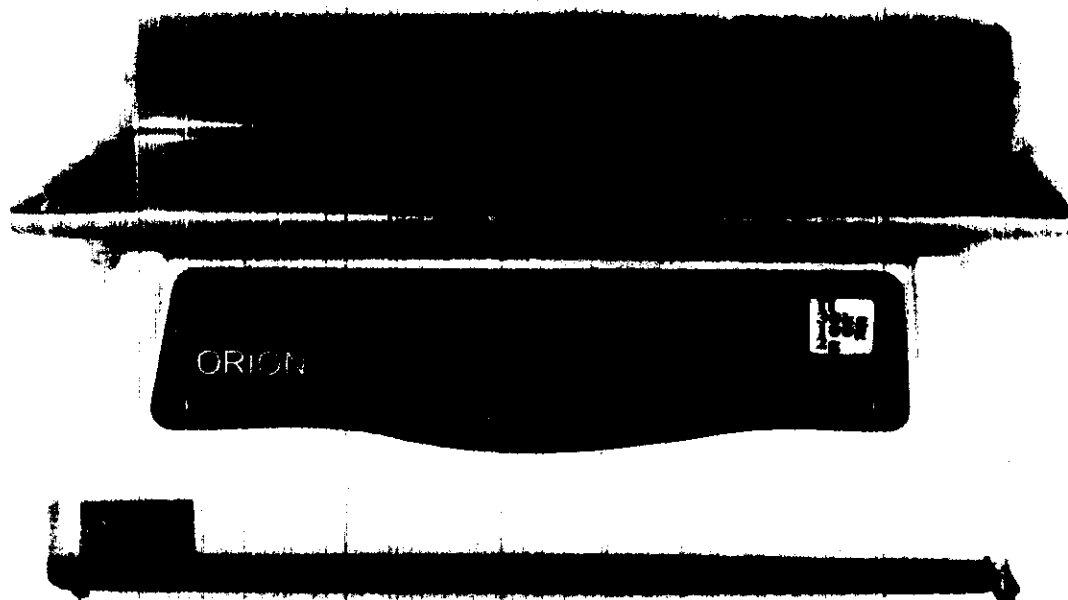
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1537.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-II) of series "ODTS" and with brand name "ORION" (hereinafter referred to as the said model), manufactured by M/s. Olive Digital, Sainath Lane, Opp. Sahyog Lane, Gandhi Nagar, Gosalia Road, Nr. Ambedkar Road, Kandivali (W), Mumbai-400 067 which is assigned the approval mark IND/09/08/347;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



A4006

Figure-2 : Schematic diagram of sealing provision the model.

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two holes. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (272)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

आर. माथरबधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1538.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "ODT" and with brand name "ORION" (hereinafter referred to as the said model), manufactured by M/s. Olive Digital, Sainath Lane, Opp. Sahyog Lane, Gandhi Nagar, Gosalia Road, Nr. Ambedkar Road, Kandivali (W), Mumbai-400 067 which is assigned the approval mark IND/09/08/348;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

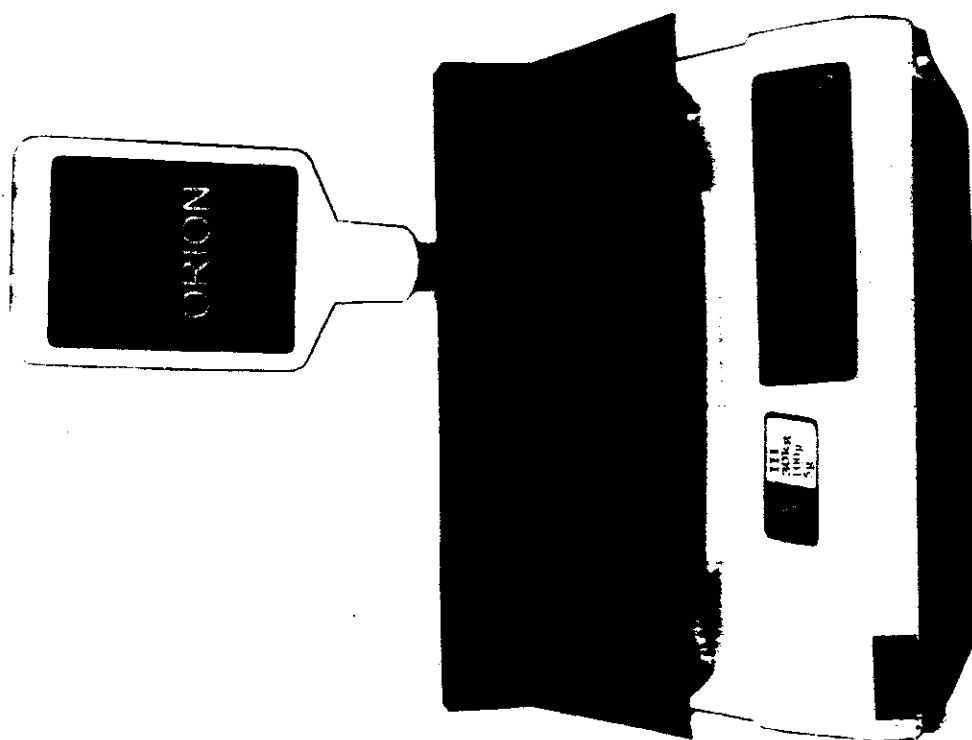


Figure-2 : Schematic diagram of sealing provision of the model.

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two holes. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (272)/2008]

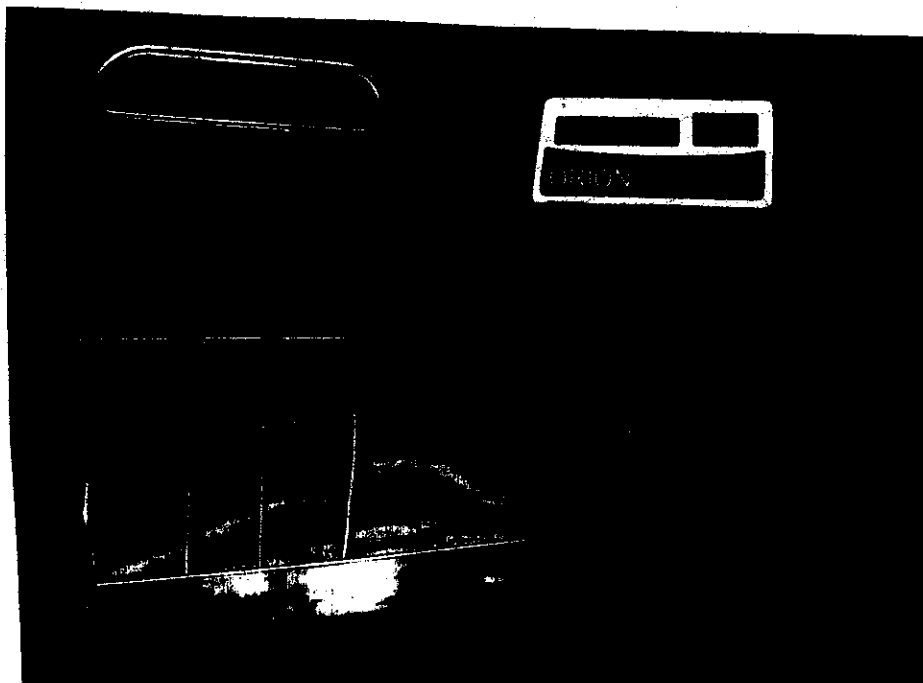
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

क्र.आ. 1539.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओलीव डिजीटल, साईनाथ लेन, सहयोग लेन के सामने, गांधी नगर, गौशाला रोड, अम्बेडकर रोड के पास, कंडीवाली (W) मुंबई-400 067 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "ODP" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ORION" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/349 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धरित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदेशित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 इंडीकेटर के मॉडल का सीलिंग प्रावधान

स्केल की तल प्लेट और शीर्ष कवर में बनाए गए इन दो छेदों में से सिलिंग वायर निकाल कर सीलिंग की जाती है। स्टाम्पिंग के लिए लीड सील के साथ स्केल की बाड़ी में से सिलिंग वायर निकाल कर स्टाम्पिंग प्लेट लगाई गई है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (272)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1539.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "ODP" and with brand name "ORION" (hereinafter referred to as the said model), manufactured by M/s. Olive Digital, Sainath lane, Opp. Sahyog lane, Gandhi Nagar, Gosalia Road, Nr. Ambedkar Road, Kandivali (W), Mumbai-400 067 and which is assigned the approval mark IND/09/08/349;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

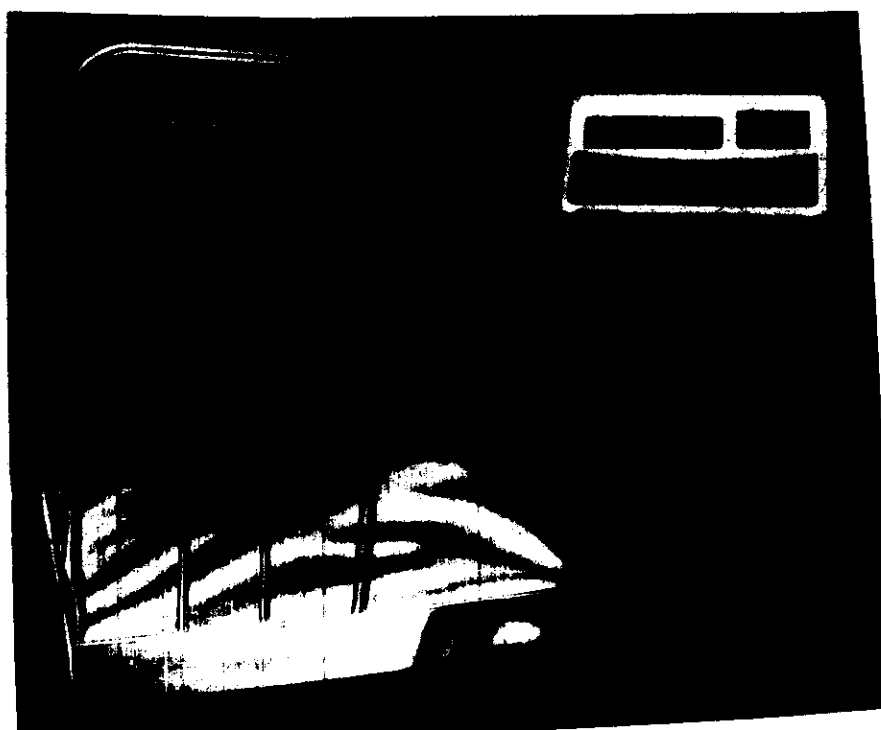


Figure-2 : Sealing provision of the indicator of model

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two hole. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and upto 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where 'k' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (272) 2008]

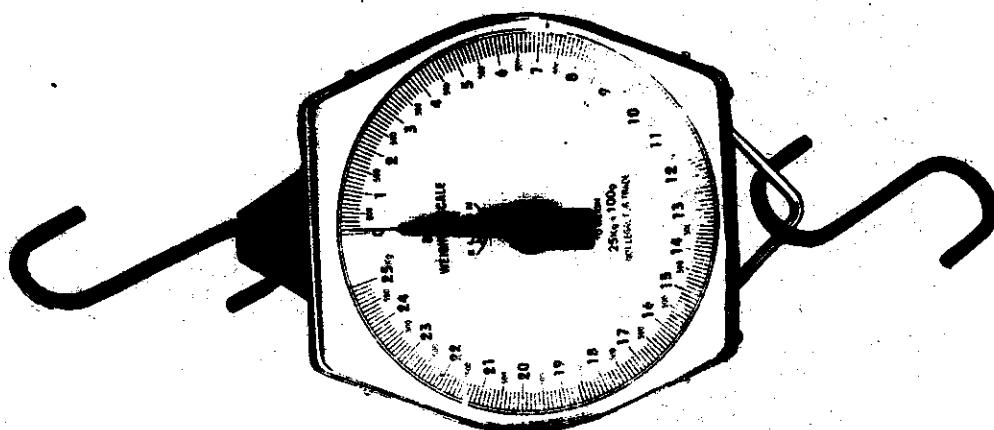
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1540.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स कोरप प्रिसिशन स्केल्स प्रा. लि., शेड नं. 7, खसरा नं. 117, गांव रायपुर, भगवानपुर तहसील, रुड़की-247617 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) के "EE" शृंखला के अस्वचालित एनालाग सूचन सहित तोलन उपकरण (स्प्रिंग तुला-हैंगिंग टाइप) जिसके ब्रांड का नाम "ELSON" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), जिसे अनुमोदन चिन्ह आई एन डी/09/08/364 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक मैकेनिकल अस्वचालित तोलन उपकरण (स्प्रिंग तुला-हैंगिंग टाइप) है जो कम्पैशन और एक्सटेंशन द्वारा स्प्रिंग के सिद्धांत पर कार्य करता है। भार को स्केल पर रखा जाता है जिसके परिणामस्वरूप स्प्रिंग के साथ जुड़े लीवर में गति होती है, जो बदले में रैक को हिलाता है और गराही की अधिकतम क्षमता 25 कि.ग्रा. है और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। गराही पर लगा डायल घूमता है जिससे स्केल पर रीडिंग आ जाती है।



आकृति-2 सीलिंग प्रावधान

मैकेनिकल असेंबली की सुरक्षा तथा उसे कपटपूर्ण व्यवहारों से रोकने के लिए स्टाम्पिंग प्लेट पर लोड सील को लगाया जाता है। उपकरण की बाडी पर दिए गए छेदों के माध्यम से लीड और सील तार लगाकर सीलिंग की जा सकती है। उपकरण को सील के छेड़छाड़ किए बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (276)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1540.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Spring Balance Hanging & Dial Type) with analogue indication of ordinary accuracy (Accuracy class-III) of series "EE" and with brand name "ELSON" (hereinafter referred to as the said model), manufactured by M/s. Elson Enterprises, 18-Pooja Vihar, Brahman Majra Road, Ambala Cantt.-133006, Haryana and which is assigned the approval mark IND/09/08/364;

The said model is a mechanical non-automatic weighing instrument (Spring Balance Hanging & Dial Type) working on the principle of spring by compression and extension. The load is placed on the scale resulting in the movement of the levers attached with spring, which in turn move the rack and pinion with a maximum capacity of 25kg. and minimum capacity of 1kg. The verification scale interval (e) is 100g. The dial fitted on the pinion rotates giving the reading on the scale.

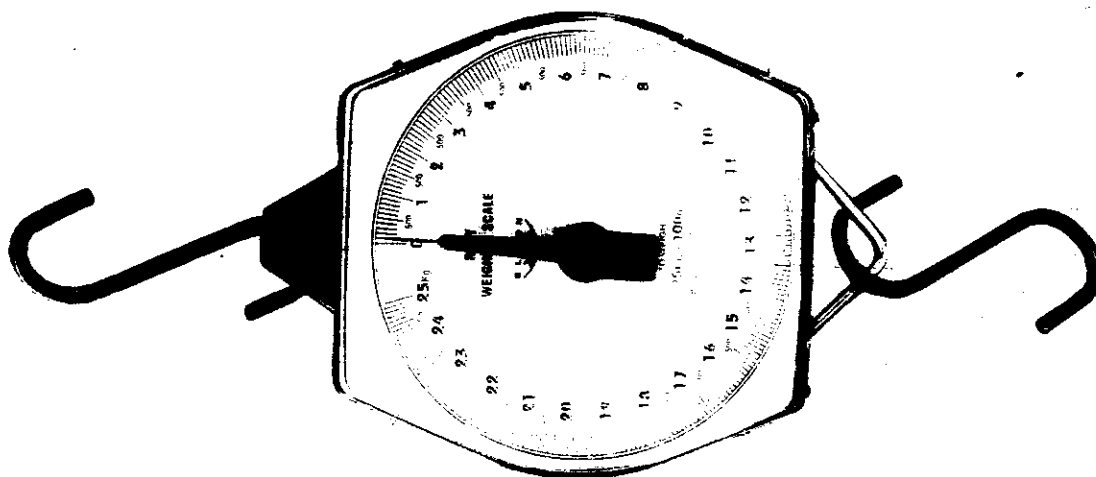


Figure-2 : Sealing diagram of the sealing provision of the model

Lead seal is affixed on the stamping plate for the security of mechanical assembly to avoid fraudulent use. Sealing can be applying lead & seal wire through the holes provided on the body of the instruments. The scale can not be opened without breking the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 100kg. with verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (276)/2008]

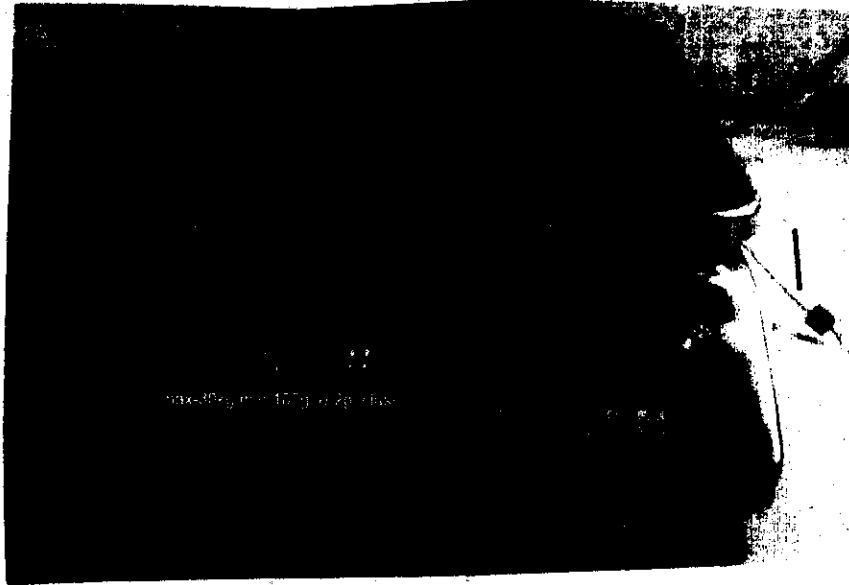
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1541.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स आर. एन. सेल्ज कापॉरेशन, 108 बिजनेस सेंटर, लाल बहादुर सोसायटी, एस.टी. रोड, जूनागढ़ (गुजरात) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "आर टी टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "R-TECH" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/02 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

कपटपूर्ण व्यवहारों को रोकने के लिए, स्टाम्पिंग प्लेट पर लीड सील लगाई जाती है जो सक्रिट को सुरक्षा और मैकेनिकल असेम्बली के लिए इंडिकेटर के पिछली तरफ से जुड़ा हुआ है। उपकरण के बाडी पर दिए गए छेदों के जरिए लीड और सील तार लगाकर सीलिंग की जाती है। उपकरण को सील के छेड़छाड़ किए बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21 (297)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1541.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of high accuracy (Accuracy class-II) of series "RTT" and with brand name "R-TECH" (hereinafter referred to as the said model), manufactured by M/s. R. N. Sales Corporation, 108, Business Centre, Lal Bahadur Sastri Society, S. T. Road, Junagadh (Gujarat) which is assigned the approval mark IND/09/09/02;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



Figure-2 : Schematic diagram of sealing provision of the model

Lead seal is affixed on the stamping plate which is attached in the back side of the indicator for the security of circuit and mechanical assembly to avoid fraudulent use. Sealing can be done by applying lead & seal wire through the holes provided on the body of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (297)/2008]

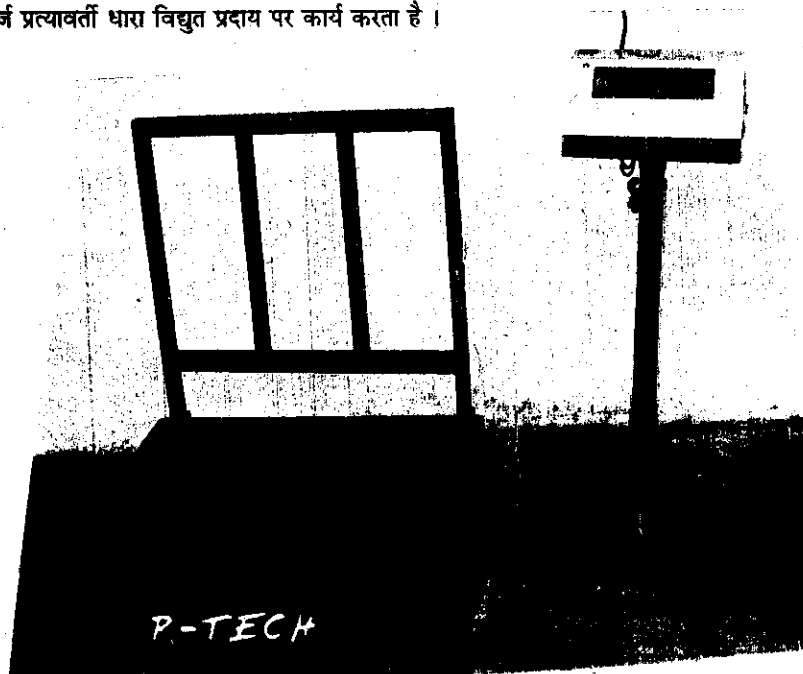
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1542.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आर. एन. सेल्ज कापोरेशन, 108 बिजनेस सेंटर, लाल बहादुर सासायटी, एस.टी. रोड, जुनागढ़ (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आर टी पी-7" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "R-TECH" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/03 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

पिछली प्लेट में किए गए छेदों के जरिए सीलिंग की जाती है और तब इन दोनों छेदों में से सीलिंग तार निकाली जाती है। स्टाम्पिंग के लिए स्केल की बाड़ी से निकलती हुई सीलिंग तार के जरिए स्टाम्पिंग प्लेट को लीड सील से जोड़ा जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (297)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1542.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "RTP-7" and with brand name "R-TECH" (hereinafter referred to as the said model), manufactured by M/s. R. N. Sales Corporation, 108, Business Centre, Lal Bahadur Sastri Society, S. T. Road, Junagadh (Gujarat) and which is assigned the approval mark IND/09/09/03;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

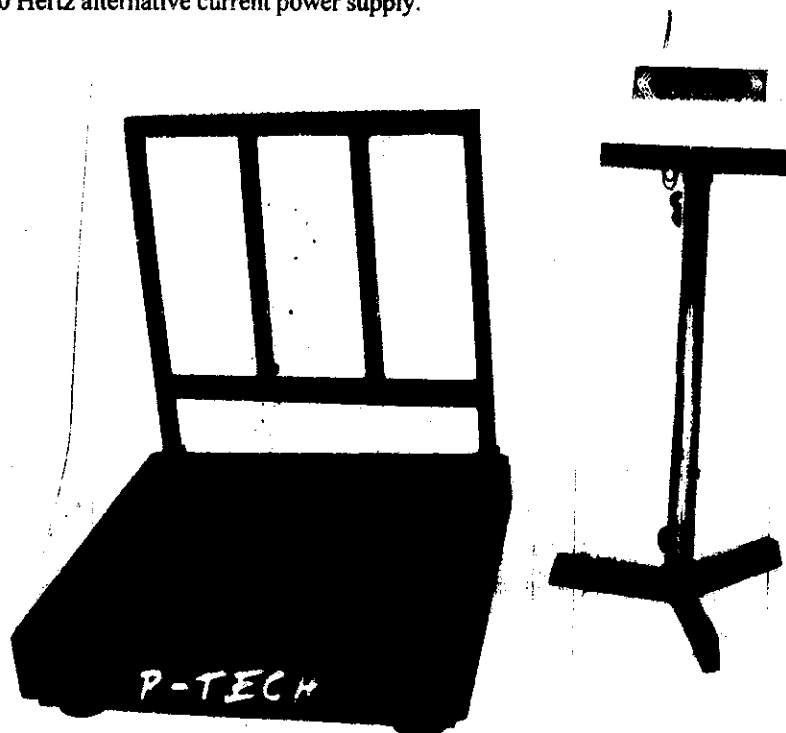


Figure-2 : Sealing provision of the indicator of model

The sealing is done through the hole, made in the back plate and then sealing wire is passed through these two hole. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. upto 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (297)/2008]

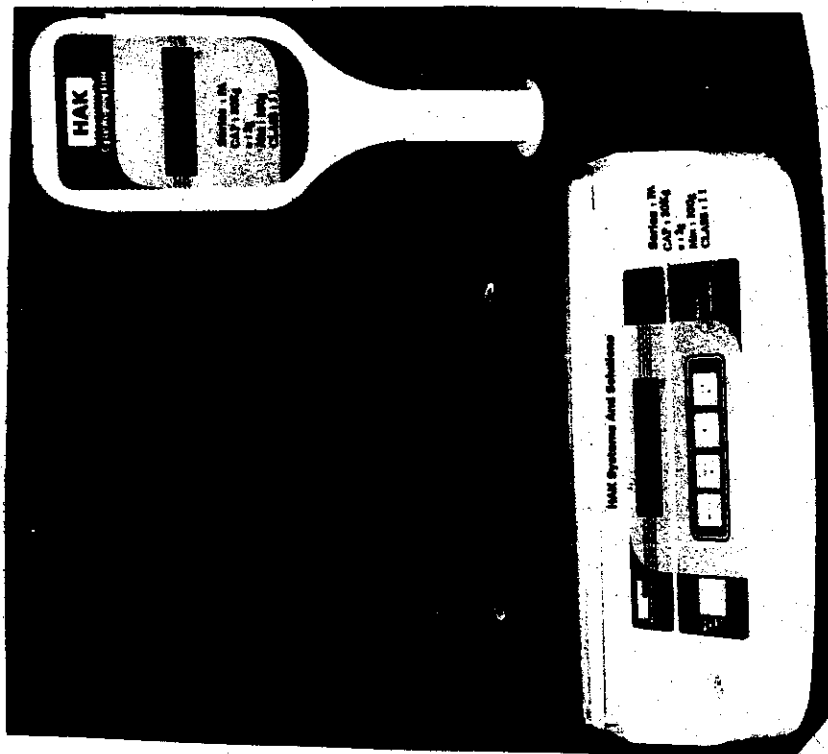
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1543.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हाक सिस्टम्स एंड सोल्यूसन, 1-50, सेक्टर-II, बवाना इंडस्ट्रियल एरिया, नई दिल्ली द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एफए" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "HAK" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/365 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

निचली प्लेट और साइड प्लेट में दो छेद करके सीलिंग की जाती है और इन छेदों से मरोड़ी गई सीलिंग तार को निकाला जाता है और तब लीड द्वारा सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (273)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1543.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "FA" and with brand name "HAK" (hereinafter referred to as the said model), manufactured by M/s. Hak Systems and Solutions, I-50, Sector-II, Bawana Industrial Area, New Delhi, which is assigned the approval mark IND/09/08/365;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply

Figure-1 : Model

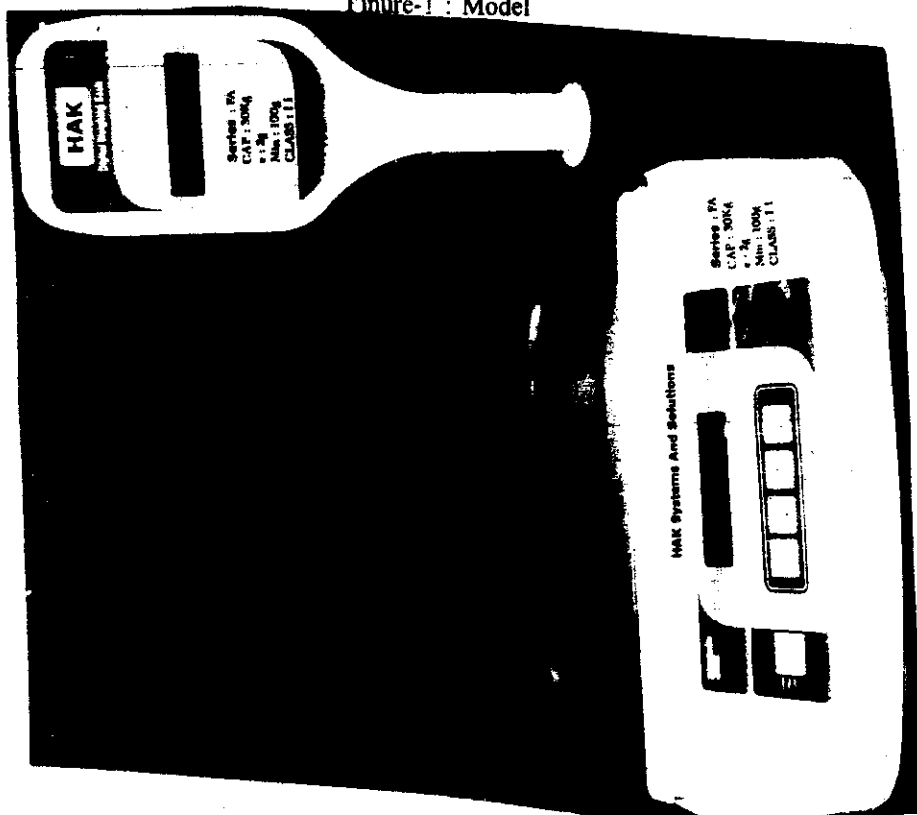


Figure-2: Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (273)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1544.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बॉक्स 2033, पिन बुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग-I) वाले "PAJ-I" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/593 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक इलेक्ट्रो मैग्नेटिक फोर्स कम्पैरेशन सिद्धांत पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 210 ग्रा. है और न्यूनतम क्षमता 100 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साईड प्लेट में दो छेद करके, सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड ग्रे सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या अधिक के "ई" मान के लिए 50,000 या ऊपर तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (225)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1544.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top Type) with digital indication of special accuracy (Accuracy class-I) of series "PAJ-I" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marketed in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/593;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 210 g. and minimum capacity of 100 mg. The verification scale interval (e) is 1 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

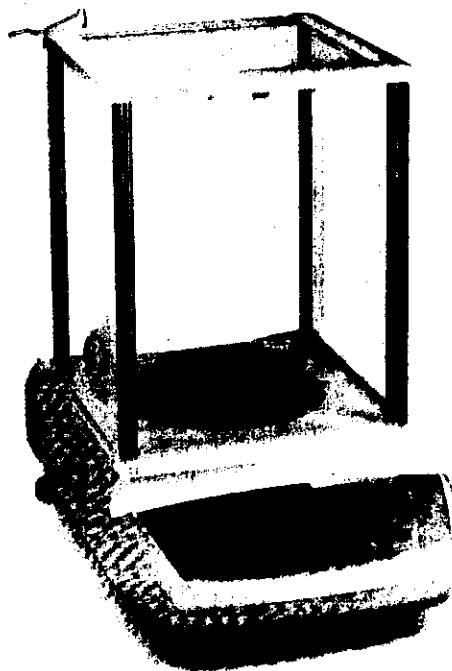


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1545.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बाक्स 2033, पिन ब्रुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "PAJ-II" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/594 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक इलेक्ट्रो मैग्नेटिक फोर्स कंप्रेशन सिद्धांत पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 4100 ग्रा. है और न्यूनतम क्षमता 5 ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साईड प्लेट में दो छेद करके, सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , और 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21 (225)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1545.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "PAJ-II" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marked in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/594;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 4100 g. and minimum capacity of 5 g. The verification scale interval (e) is 100 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

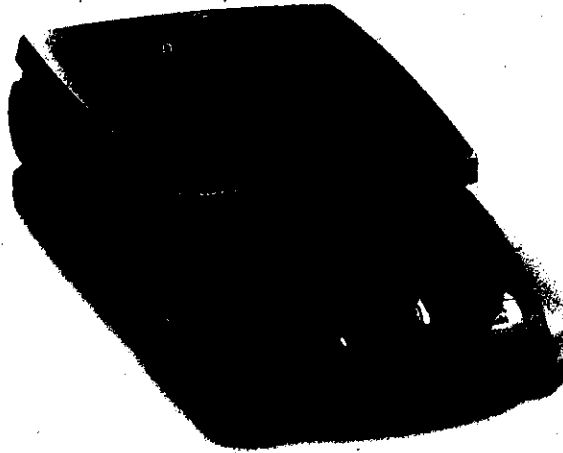
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1546.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बाक्स 2033, पिन बुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "TAJ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "QHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/595 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है । इसकी अधिकतम क्षमता 410 ग्रा. और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साईड प्लेट में दो छेद करके, सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (225)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1546.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table toptype) with digital indication of high accuracy (Accuracy class-II) of series "TAJ" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marked in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/595.

The said model is a strain guage type load cell based non-automatic weighing instrument with a maximum capacity of 410 g. and minimum capacity of 200 mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1547.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कारपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बॉक्स -2033, पिन बूक, NJ07058-2033, यू एस ए द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "SPJ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/596 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गज्जे प्रकार काधार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 400 ग्रा. है और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है, जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साइड प्लेट में दो छेद करके सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (225)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1547.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "SPJ" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marketed in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/596;

The said model is a strain guage type load cell based non-automatic weighing instrument with a maximum capacity of 400 g. and minimum capacity of 200 mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure. 1 Model

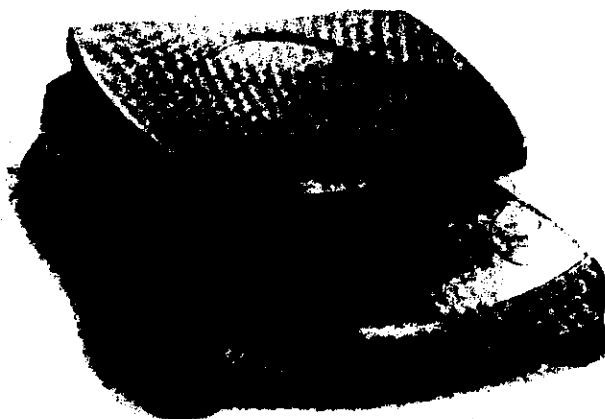


Figure-2: Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the ranges of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1548.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बाक्स 2033, पिन बुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "YJ-II" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवाई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/597 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 ग्रा. है और न्यूनतम क्षमता 20 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साईड प्लेट में दो छेद करके सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (225)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1548.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top Type) with digital indication of high accuracy (Accuracy class-II) of series "YJ-II" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marketed in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/597;

The said model is a strain guage type load cell based non-automatic weighing instrument with a maximum capacity of 30 g. and minimum capacity of 20 mg. The verification scale interval (e) is 1 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

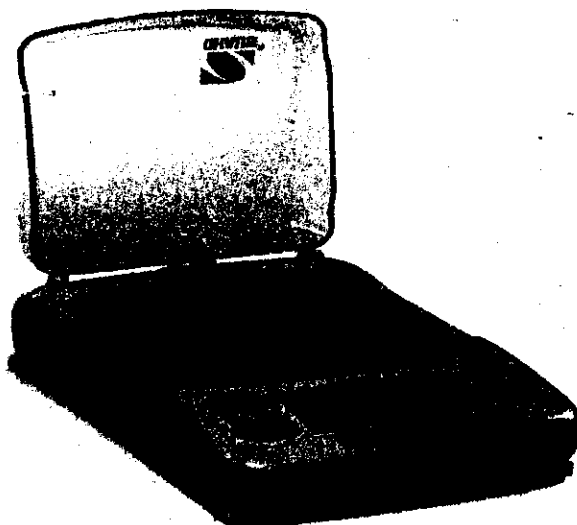
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1549.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी. ओ. बाक्स 2033, पिन बुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "YJ-III" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/598 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 ग्रा. है और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साईड प्लेट में दो छेद करके, सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , और 5×10^{-6} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (225)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1549.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "YJ-III" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marked in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/598;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500 g. and minimum capacity of 2 g. The verification scale interval (e) is 100 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

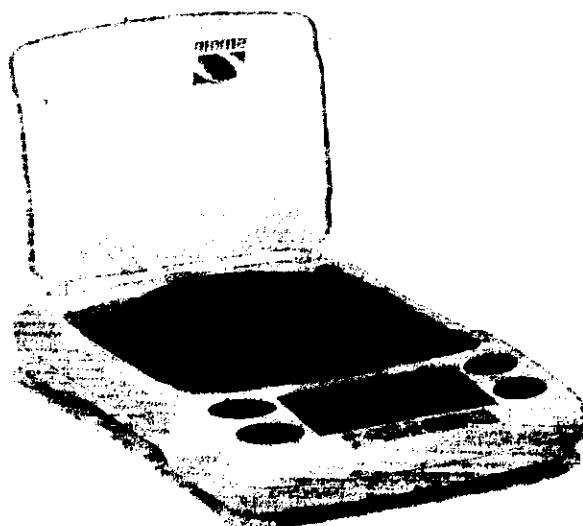


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1550.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओहॉस कोरपोरेशन, # 19 ए, चेपीन रोड, पी.ओ. बाक्स 2033, पिन ब्रुक, NJ07058-2033, यू एस ए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "YA" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "OHAUS" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स ओहॉस वेइंग इंडिया प्राइवेट लि., अमर हिल्स, साकौं विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/599 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 ग्रा. और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

निचली प्लेट और साइड प्लेट में दो छेद करके, सीलिंग की जाती है और इन छेदों में से मुड़ी सीलिंग तार निकाली जाती है और तब लीड से सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (225)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th April, 2009

S.O. 1550.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of Series "YA" and with brand name "OHAUS" (hereinafter referred to as the said model), manufactured by M/s. Ohaus Corporation, # 19A, Chapin Road, P.O. Box 2033, Pine Brook, NJ07058-2033, USA and marketed in India without any alteration before or after sale by M/s. Ohaus Weighing India Pvt. Ltd., Amar Hill, Saki Vihar Road, Powai, Mumbai-400 072 and which is assigned the approval mark IND/09/08/599;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500g. and minimum capacity of 2g. The verification scale interval (e) is 100mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Crystal Diode (LCD) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

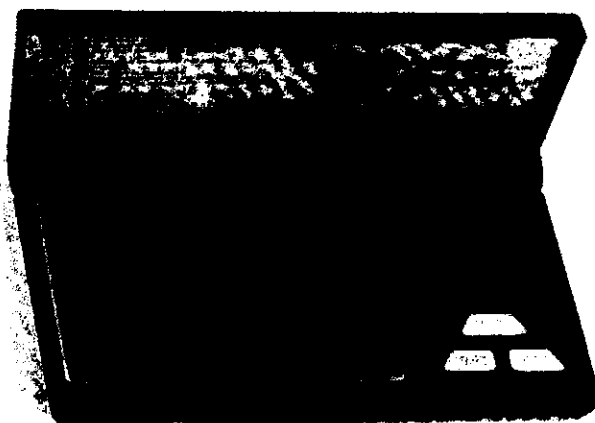


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done by making two holes, one in bottom plate and other in the side plate and a twisted sealing wire is passed from these holes and then sealed by the lead. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (225)/2008]

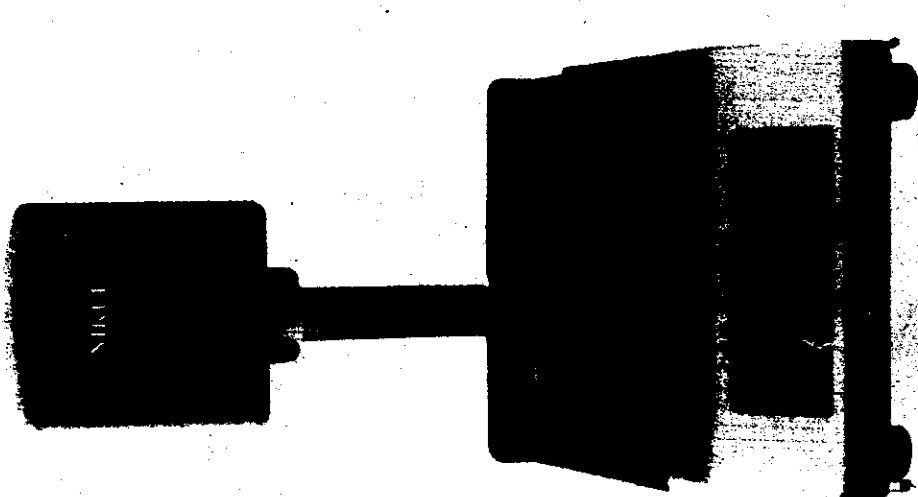
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1551.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स निकुल इंडस्ट्रीज, 19, विश्वकर्मा सोसायटी, जूपिटर मिल के सामने दुधेश्वर रोड, आउट साइड शाहपुर गेट, अहमदाबाद-380 004 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एन आई टी-11" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "NIKUL" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/45 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

कपटपूर्ण व्यवहारों को रोकने के लिए स्टाम्पिंग प्लेट पर सीलिंग पाइंट लगाया जाता है। पॉट इंडिकेटर की बाड़ी के अंदर है और पोस्ट के सामंजस्य के लिए बाड़ी पर कोई छेद नहीं दिया गया है। इन दोनों छेदों में से सील तार निकालकर सीलिंग की जाती है। इंडिकेटर को सील से छेड़छाड़ के बिना नहीं खोला जा सकता।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (07)/2009]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1551.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of Series "NIT-11" and with brand name "NIKUL" (hereinafter referred to as the said model), manufactured by M/s. Nikul Industries, 19, Vishwkarma Society, Opp. Jupiter Mill, Dudheshwar Road, Out Side Shapur Gate, Ahmedabad-380 004 which is assigned the approval mark IND/09/09/45;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30kg. and minimum capacity of 100 g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 Schematic diagram of sealing provision of the model

Sealing point is affixed on the stamping plat to avoid fraudulent use. The pot is inside the body of the indicator and no hole is provided on the body for adjusting the post. A seal wire is passed through these holes and is sealed. The indicator can not be opened without tampering the seal.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (07)/2009]

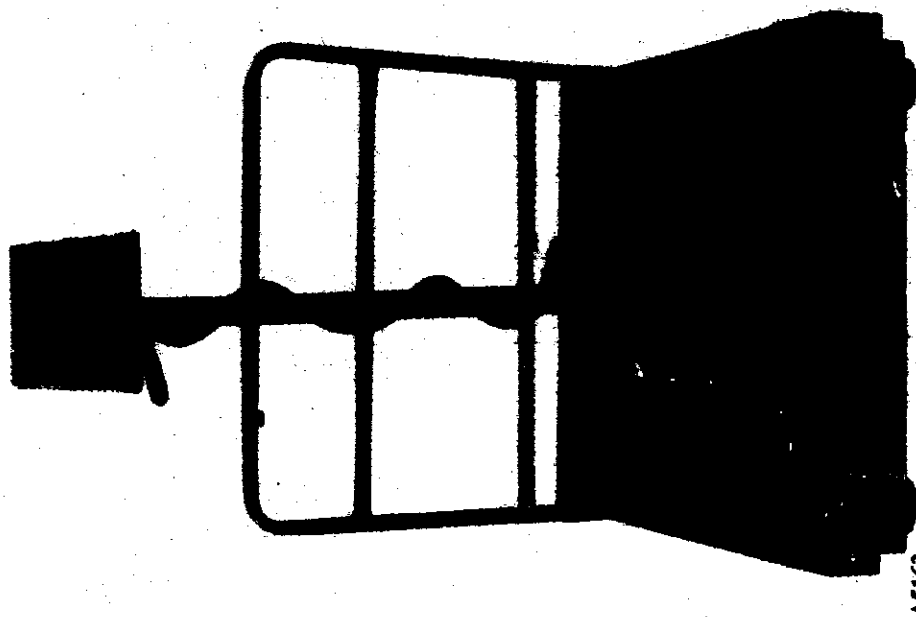
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1552.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स निकुल इंडस्ट्रीज, 19, विश्वकर्मा सोसायटी, जूपिटर मिल के सामने, दुधेश्वर रोड, आउट साइड शाहपुर गेट, अहमदाबाद-380 004 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एन आई पी-6” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “NIKUL” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/46 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

स्केल के ऊपरी कवर और निचली प्लेट को काटकर किए गए छेदों के जरिए सीलिंग की जाती है और तब इन दोनों में सी सीलिंग की जाती है। स्टाम्पिंग के लिए स्केल की बाडी से सीलिंग तार को निकालकर लीड सील के साथ स्टाम्पिंग प्लेट से जोड़ा जाता है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (07)/2009]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1552.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of Series "NIP-6" and with brand name "NIKUL" (hereinafter referred to as the said model), manufactured by M/s. Nikul Industries, 19, Vishwkarma Society, Opp. Jupiter Mill, Dudheshwar Road, Out Side Shapur Gate, Ahmedabad-380 004 and which is assigned the approval mark IND/09/09/46;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

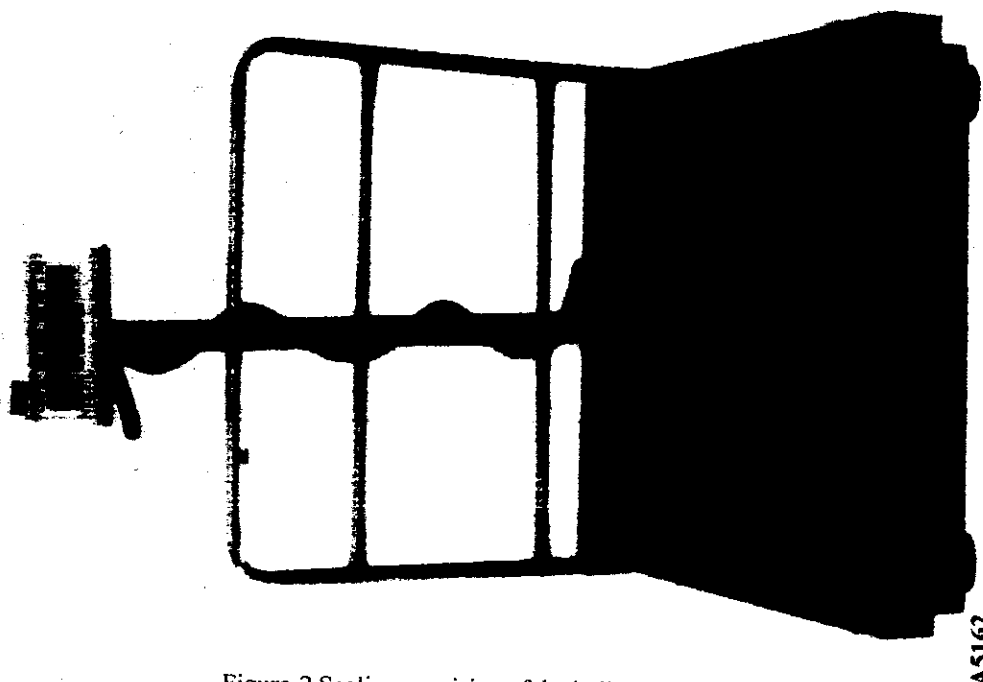


Figure-2 Sealing provision of the indicator of model

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two hole. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external access to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (07)/2009]

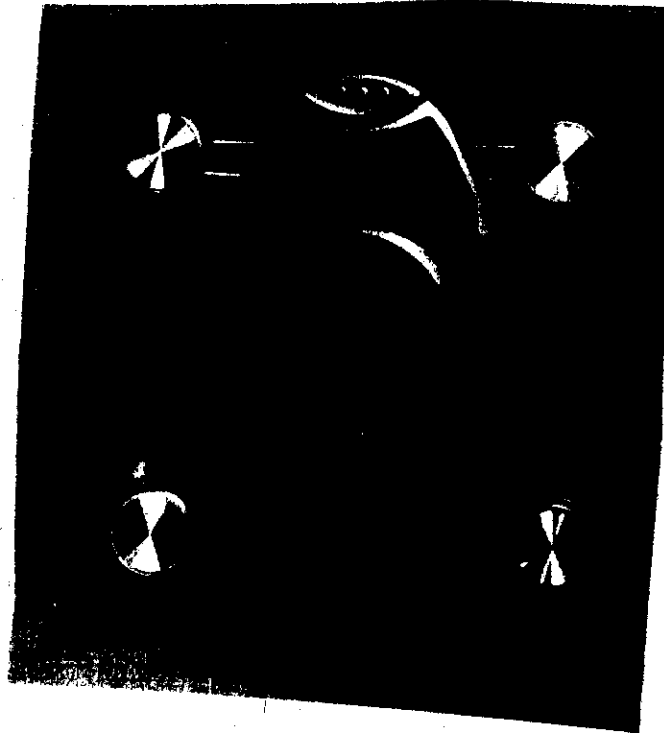
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1553.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवन वेइंग सिस्टम्स लिमिटेड, 15, "बी" विंग, दूसरा तल, कमल कुंज, एस.बी. रोड, अंधेरी(वेस्ट), मुंबई-400 058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "ABD-801" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "AVON" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/380 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की निचली प्लेट और ऊपर के कवर में किए गए छेदों के जरिए सीलिंग की जाती है और तब इन दोनों छेदों में से सीलिंग तार निकाली जाती है। स्टाम्पिंग के लिए स्केल की बाडी से निकलती हुई सीलिंग तार के जरिए स्टाम्पिंग प्लेट को लीड सील से जोड़ा जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक रेंज की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (284)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1553.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Person Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of Series "ABD-801" and with brand name "AVON" (hereinafter referred to as the said Model), manufactured by M/s. Avon Weighing Systems Limited, 15, 'B' Wing, 2nd Floor, Kamal Kunj, S.V. Road, Andheri (W), Mumbai-400 058 and which is assigned the approval mark IND/09/08/380;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode Display (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

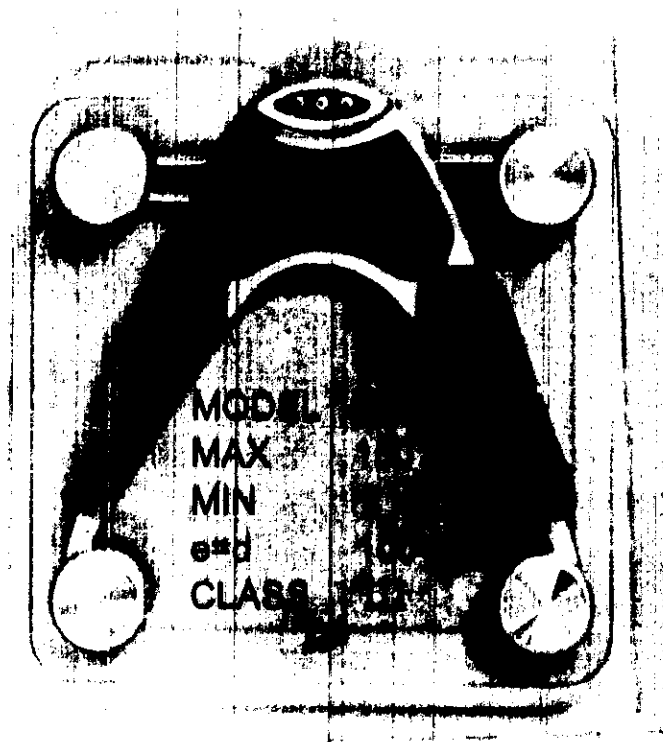


Figure-2 Sealing diagram of the sealing provision of the Model.

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two holes. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg. to 200kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value to 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (284)/2008]

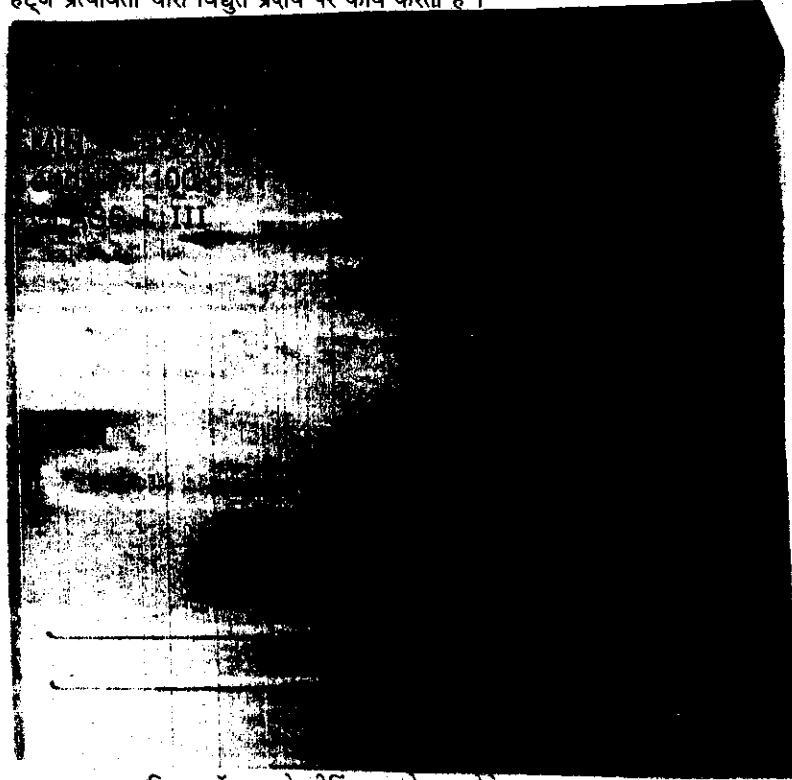
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1554.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवन वेइंग सिस्टम्स लिमिटेड, 15, "बी" विंग, दूसरा तल, कमल कुंज, एस.वी. रोड, अंधेरी(वेस्ट), मुंबई-400 058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "APD-802" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "AVON" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/381 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्केल की निचली प्लेट और ऊपर के कवर में किए गए छेदों के जरिए सीलिंग की जाती है और तब इन दोनों छेदों में से सीलिंग तार निकाली जाती है। स्टाम्पिंग के लिए स्केल की बाडी से निकलती हुई सीलिंग तार के जरिए स्टाम्पिंग प्लेट को लीड सील से जोड़ा जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक रेंज की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (284)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1554.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Person Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of Series "APD-802" and with brand name "AVON" (hereinafter referred to as the said Model), manufactured by M/s. Avon Weighing Systems Limited, 15, 'B' Wing, 2nd Floor, Kamal Kunj, S.V. Road, Andheri (W), Mumbai-400 058 and which is assigned the approval mark IND/09/08/381;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode Display (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

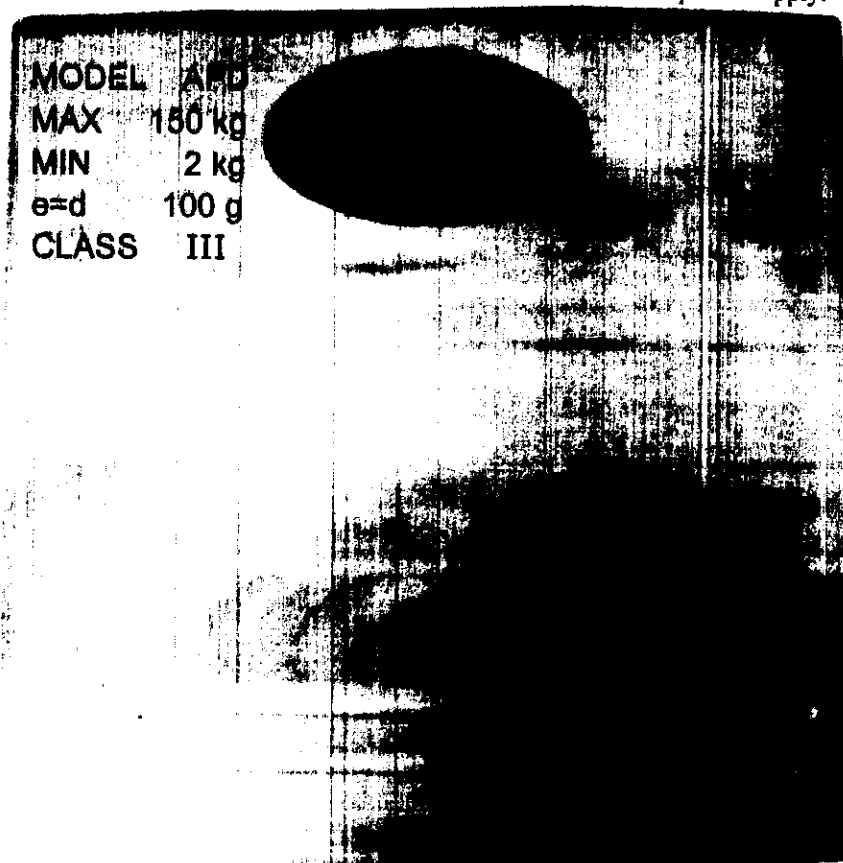


Figure-2 Sealing diagram of the sealing provision of the Model.

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two holes. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg. to 200kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (284)/2008]

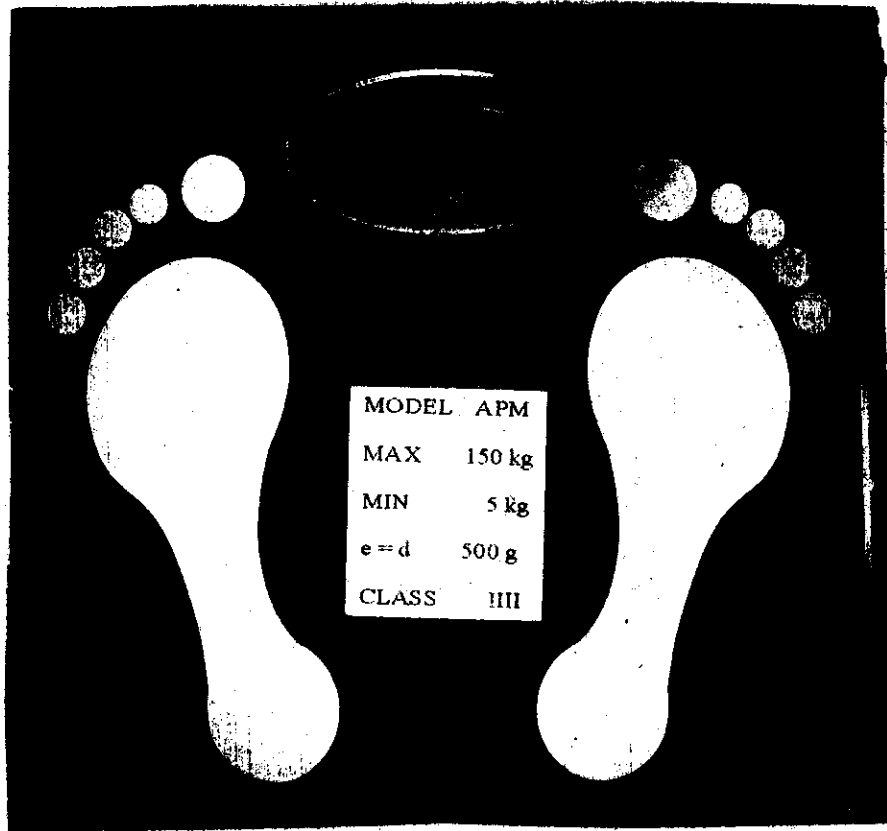
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1555.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स एवन वेइंग सिस्टम्स लिमिटेड, 15, "बी" विंग, दूसरा तल, कमल कुंज, एस.वी. रोड, अंधेरी (वेस्ट), मुंबई-400 058 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग III) वाले "APM-801" शृंखला के एनालॉग सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन-डायल टाइप) के मॉडल का, जिसके ब्रांड का नाम "AVON" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/382 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक मेकैनिकल अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन-डायल टाइप) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 500 ग्रा. है। व्यक्ति का तोल बिना टिकिट के डायल पर प्रदर्शित होता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल के तल में मेकैनिकल सीलिंग का प्रबंध किया गया है। सील तोड़े बिना स्केल को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक रेंज की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (284)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1555.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Person Weighing Machine-Dial Type) with analogue indication of ordinary accuracy (Accuracy class-III) of series "APM-801" and with brand name "AVON" (hereinafter referred to as the said model), manufactured by M/s. Avon Weighing Systems Limited, 15, 'B' Wing, 2nd Floor, Kamal Kunj, S.V. Road, Andheri (W), Mumbai-400 058 and which is assigned the approval mark IND/09/08/382;

The said model is a mechanical non-automatic weighing instrument (Person Weighing Machine-Dial Type) with a maximum capacity of 150kg and minimum capacity of 5kg. The verification scale interval (e) is 500g. The weight of a person is indicated on a dial without ticket.

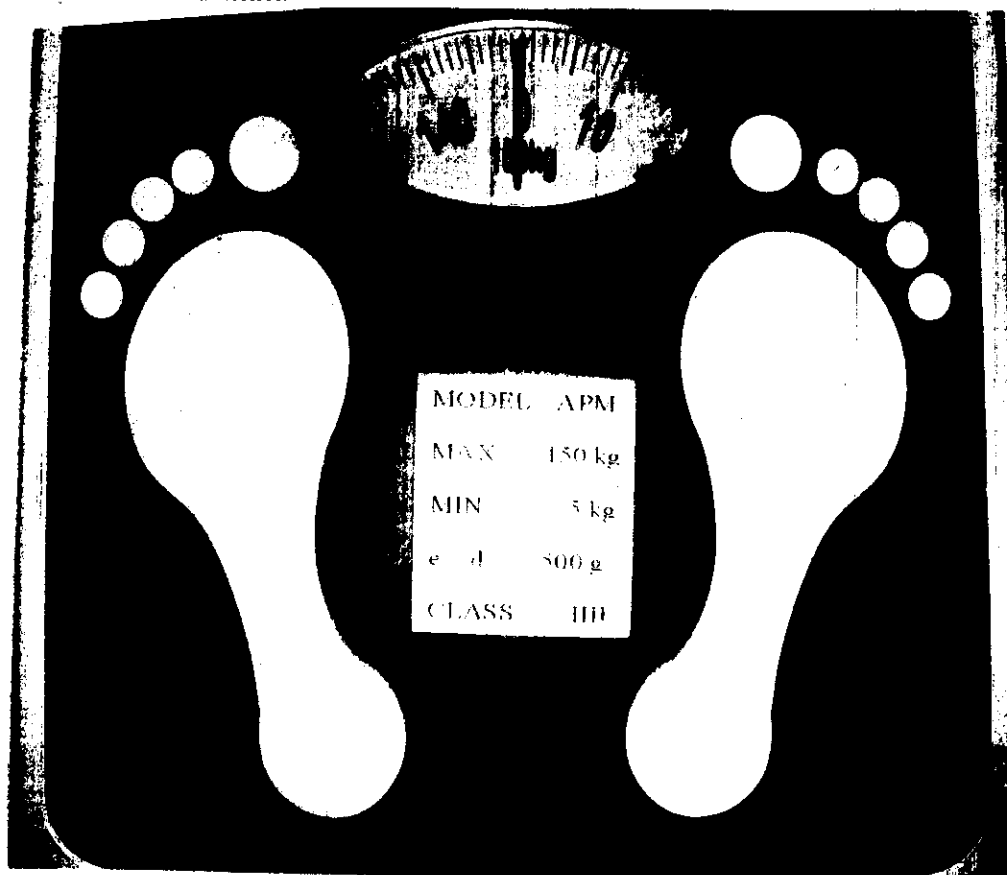


Figure-2 Sealing diagram of the sealing provision of the model

At the bottom of the scale, mechanical sealing is provided. The scale can not be opened without breking the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg to 200kg with verification scale interval (n) in the range of 100 to 1000 for 'e' value to 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (284)/2008]

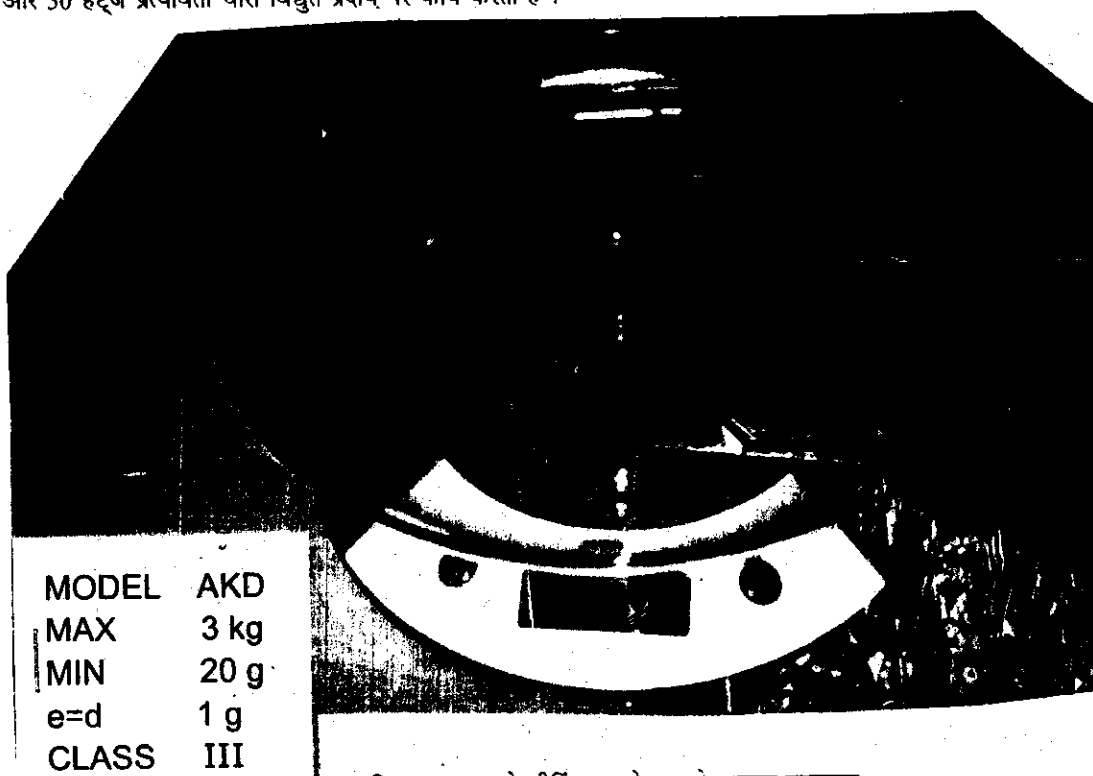
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 अप्रैल, 2009

का.आ. 1556.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथास्थिति बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवन वेइंग सिस्टम्स लिमिटेड, 15, "बी" विंग, दूसरा तल, कमल कुंज, एस.वी. रोड, अंधेरी(वेस्ट), मुंबई-400 058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "AKD-801" शृंखला के अंकक सहित, अस्वचालित तोलन उपकरण (किचन स्केल) के मॉडल का, जिसके ब्रांड का नाम "AVON" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/379 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (किचन स्केल) है। इसकी अधिकतम क्षमता 3 कि.ग्रा. है और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की निचली प्लेट और ऊपर के कवर में किए गए छेदों के जरिए सीलिंग की जाती है और तब इन दोनों छेदों में से सीलिंग तार निकाली जाती है। स्टाम्पिंग के लिए स्केल की बाडी से निकलती हुई सीलिंग तार के जरिए स्टाम्पिंग प्लेट को लीड सील से जोड़ा जाता है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 10 कि.ग्रा. तक रेंज की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यूएम-21 (284)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th April, 2009

S.O. 1556.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Kitchen Scale) with digital indication of medium accuracy (Accuracy class-III) of series "AKD-801" and with brand name "AVON" (hereinafter referred to as the said model), manufactured by M/s. Avon Weighing Systems Limited, 15, 'B' Wing, 2nd Floor, Kamal Kunj, S.V. Road, Andheri (W), Mumbai-400 058 and which is assigned the approval mark IND/09/08/379;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Kitchen Scale) with a maximum capacity of 3kg and minimum capacity of 20g. The verification scale interval (e) is 1g. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode Display (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

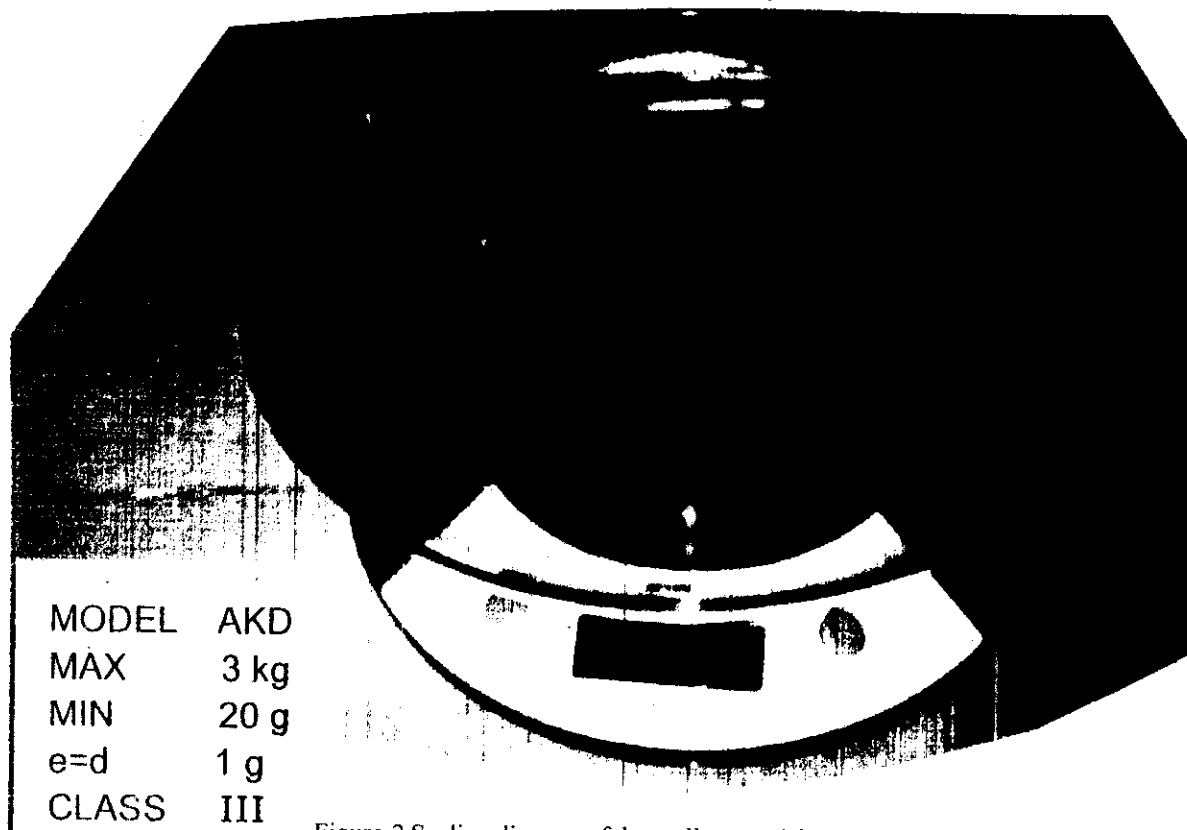


Figure-2 Sealing diagram of the sealing provision of the model

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two hole. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100g to 10kg with verification scale interval (n) in the range of 100 to 1000 for 'e' value to 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (284)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 26 मई 2009

का.आ. 1557.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिसूचित करता है:-

अनुसूची

भारतीय भाग माक सं.	आ. वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमो पर	इकाई	स्लैब 1 में स्लैब 1 इकाइयाँ	स्लैब 2 में स्लैब 2 इकाइयाँ	इकाई	प्रचालन तिथि
273	1990	पिक्स एण्ड वीटर्स	100 पीस	रु 32500/-	रु 27600/-				06-10-2008
2041	1995	मध्यम और अल्प ताप उपयोग के दाव पात्रों के लिए उष्मात प्लेटें	1 मीट्रिक टन	रु 43300/-	रु 36800/-	-	-	-	06-10-2008
3024	2006	दिशात्मक कण विद्युत इस्पात की चददर एवं पत्ती	1 मीट्रिक टन	रु 46900/-	रु 39900/-				06-10-2008
3404	1979	लेडीस बर्ड्सिकल	100 फ्रेम	रु 36700/-	रु 31200/-				06-10-2008
5206	1983	कवर्ड इलेक्ट्रोड फार मेनुअल मेटल आर्क वेल्डिंग आफ स्टेनलेस स्टील	1 कि.ग्राम	रु 95600/-	रु 81300/-				27-01-2009
15652	2006	विद्युत प्रयोजनों के लिए विद्युतरोधी मैट	1 वर्ग मीटर	रु 63000/-	रु 54000/-				06-10-2008
15801	2008	पोलीप्रोपलीन रेन्डम कोपोलीमर पाइपस फार होट एण्ड कोल्ड वाटर	1 टन	रु 147200/-	रु 125200/-				27-01-2009
6118	1991	मल्टीपल स्लिप ज्वाइंट प्लीयर्स	100 पीस	रु 33700/-	रु 28600/-				06-10-2008

[संख्या के मु बि/13:10]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th May, 2009

S.O. 1557.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking fee for the products given in the Schdeule:

SCHEDULE

IS No.	Part	Sec	Year	Product	Units	Minimum Marking Fee		Unit Rate	Unit in Slab-1	Unit Rate	Units in Slab -2	Rema- ining	Effective Date
						Large Scale	Small Scale						
273			1990	Picks and Beaters	100 pieces	Rs.32500	Rs.27600						06-10-2008
2041			1995	Steel Plates for Pressure Vessels used at moderate and low temperature	1 Metric Tonne	Rs.43300	Rs.36800						06-10-2008
3024			2006	Grain Oriented Electrical Steel Sheet and Strip	1 Metric Tonne	Rs. 46900	Rs.39900						06-10-2008
3404			1979	Ladies bicycle	100 frames	Rs. 36700	Rs. 31200						06-10-2008
5206			1983	Covered electrodes for manual metal arc welding of stainless steel and other similar high alloy steels	1 Kg	Rs. 95600	Rs. 81300						27-01-2009
15652			2006	Insulating Mats for electrical purposes	1 Sq. Metre	Rs. 63000	Rs.54000						06-10-2008
15801			2008	Polypropylen e-random copolymer pipes for hot and cold water Supplies	1 Tonne	Rs. 14720	Rs. 12520						27-01-2009
6118			1991	Multiple Slip Joint pliers	100 pieces	Rs.33700/-	Rs.28600/-						06-10-2008

[No. CMD/13:10]

P. K. GAMBHIR, Dy. Director General (Marks)

MSSNo. 110-126

नई दिल्ली, 27 मई, 2009

का.आ. 1558.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिये गए हैं :—

अनुसूची

क्रम	लाइसेंस सं	चालू तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
(1)	(2)	(3)	(4)	(5)
मार्च, 2009				
01	3007635	19-02-2009	मैं वी के प्लास्ट, ई 109, औद्योगिक एरिया, बगरू विस्तार फेज II, बगरू, जयपुर	14333:1996 एचडीपीई पाईप्स फार सिवरेज
02	3010624	24-02-2009	मैं विनित इण्डस्ट्रीज, एच 1,4 (ए), (बी), श्री खाटूश्याम जी औद्योगिक काम्पलेक्स, रीको, रींगस, जिला सीकर 332 404, राजस्थान	14543:2004 पेकेज्ड ड्रिंकिंग वाटर
03	3010523	16-03-2009	मैं लंबोरिया वुड क्राफ्ट, एफ 118, रीको औद्योगिक एरिया, कालाडेर, जिला जयपुर 303 801, राजस्थान	303:1989 प्लाईवुड फार जनरल परपजसेस
04	3010725	17-03-2009	मैं तिरूपति प्लास्टोमेटिक्स प्रा.लि., बी 141 ए, रोड नं 9 डी, विश्वकर्मा औद्योगिक एरिया, जयपुर-302 013	398 भाग 4:1994 एल्यूमिनियम एलोय स्टेण्डर्ड कंडक्टर्स (एल्यूमिनियम मैग्नेशियम सिलिकोन टाईप)
05	3011121	17-03-2009	मैं लंबोरिया वुड क्राफ्ट, एफ 118, रीको औद्योगिक एरिया, कालाडेर, जिला जयपुर-303 801, राजस्थान	1659:2004 ब्लाक बोर्ड
06	3011424	18-03-2009	मैं एन एम पाईप्स, 9, औद्योगिक एरिया, दाहोद रोड, बांसवाडा-327 001, राजस्थान	458:2003 प्रीकास्ट कंकरीट पाईप्स
07	3011525	19-03-2009	मैं गोकुल सीमेन्ट प्रा.लि., राष्ट्रीय राजमार्ग 14, ग्राम भुजैला, भारजा, आबू रोड, जिला.सिरोही-307 026, राजस्थान	12269:1987 53 ग्रेड ओपीसी
08	3012527	19-03-2009	मैं दिनेश इरिगेशन प्रा.लि., 86, बी II, झोटवाडा औद्योगिक एरिया, जयपुर-302 012, राजस्थान	13592:1992 यूपीवीसी पाईप्स फार सोईल व पेस्ट डिस्चार्ज सिस्टम्स
09	3013125	24-03-2009	मैं राजस्थान ट्रांसमीशन वायर्स प्रा.लि. ए 190, रोड नं. 1 डी, विश्वकर्मा औद्योगिक एरिया, जयपुर-302 013, राजस्थान	14255:1955 एरियल बन्चड केबल्स

(1)	(2)	(3)	(4)	(5)
10	3013024	25-03-2009	मैं कृष्णकुमारी कांस्टीग्स प्रा.लि., गुप्ता इन्टरनेशनल बिल्डिंग, जालपुर, लिंक रोड के सामने, जबपुर-302001, राजस्थान	8794:1988 सीआईसी जोईन्ट
11	3014228	31-03-2009	मैं एस्ट्रोन पोलिटेक (इंडिया) प्रा.लि., एच 41 से 45 व 50 से 53, रीको औद्योगिक एरिया, फुलेरा, तह. सांभर, जिला जयपुर, राजस्थान	4985:2000 यूपीवीसी पाईप्स फार पोटेबल वाटर सप्लाइज
12	3014329	31-03-2009	मैं एस्ट्रोन पोलिटेक (इंडिया) प्रा.लि., एच 41 से 45 व 50 से 53, रीको औद्योगिक एरिया, फुलेरा, तह. सांभर, जिला जयपुर, राजस्थान	13592 : 1992 यूपीवीसी पाईप्स फार सोईल व वेस्ट डिस्चार्ज सीस्टम्स
13	3002827	02-02-2009	मैं द्वारका ज्वेलरी हाऊस, 49, गोल बाजार, गंगानगर-335 001, राजस्थान	1417:1999 हाल मार्किंग आफ गोल्ड ज्वेलरी

[सं. सी एम डी/13:11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 27th May, 2009

S.O. 1558.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification Regulation, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedules.

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS : Designation
(1)	(2)	(3)	(4)	(5)
MARCH, 2009				
01	3007635	19-02-2009	M/s. Veekay Plast, E-109, Industrial Area Bagru Extension, Phase-II, Bagru Jaipur Rajasthan	14333 : 1996 HDPE Pipes for Sewerage
02	3010624	24-02-2009	M/s. Vineet Industries H-1, 4(A)(B) Shree Khatu Shyamji Industrial Complex, RIICO, Reengus Sikar-332404 Rajasthan	14543 : 2004 Packaged Drinking Water
03	3010523	16-03-2009	M/s. Lamboria Wood Craft, F-118, RIICO Industrial Area Kaladera, Jaipur-303801 Rajasthan	303 : 1989 Plywood for General Purposes
04	3010725	17-03-2009	M/s. Tirupati Plastomatics Pvt. Ltd., B-141(A), Road No. 09-D, Vishwakarma Industrial Area, Jaipur-302013 Rajasthan	398 (Part 4) : 1994 AAAC
05	3011121	17-03-2009	M/s. Lamboria Wood Craft, F-118, RIICO Industrial Area, Kaladera, Jaipur-303801 Rajasthan	1659 : 2004 Block Boards

(1)	(2)	(3)	(4)	(5)
06	3011424	18-03-2009	M/s. N.M. Pipes, 9, Industrial Area Dahod Road Banswara- 327001 Rajasthan	458 : 2003 Precast Concrete Pipes
07	3011525	19-03-2009	M/s. Gokul Cement Private Ltd., National Highway-14, Village Bhujaila, Bharja, ABU Road Distt. Sirohi-307026 Rajasthan	12269 : 1987 53 Grade OPC
08	3012527	19-03-2009	M/s. Dinesh Irrigation Pvt. Ltd., 86 B-II, Jhotwara Industrial Area, Jaipur-302012 Rajasthan	13592 : 1992 UPVC Pipes for Soil and Waste Discharge Systems
09	3013125	24-03-2009	M/s Rajasthan Transmission Wires Private Limited, A-190, Road No. 1-D Vishwakarma industrial Area, Jaipur-302013 Rajasthan	14255 : 1995 Aerial Bunched Cables
10	3013024	25-03-2009	M/s. Krishnamurari Castings Pvt. Ltd., Gupta International Building, Opp. Jalupura, Link Road, Jaipur-302001 Rajasthan	8794 : 1988 CID Joints
11	3014288	31-03-2009	M/s. Astron Polytech (India) Pvt. Ltd., H-41 to 45 & 50 to 53 RIICO Industrial Area, Phulera, Teh : Sambhar, Jaipur, Rajasthan	4985 : 2000 UPVC Pipes for Potable Water supplies
12	3014329	31-03-2009	M/s. Astron Polytech (India) Pvt. Ltd., H-41 to 45 & 50 to 53 RIICO Industrial Area, Phulera, Teh : Sambhar, Jaipur, Rajasthan	13592 : 1992 UPVC Pipes for Soil and Waste Discharge Systems
13	3002827	02-02-2009	M/s. Dwarka Jewellery House, 49, Gole Bazar Ganganagar-335001 Rajasthan	1417 : 1999 Hallmarking of Gold Jewellery.

No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 27 मई, 2009

का.आ. 1559.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनुभाग	वर्ष
1	2	3	4	5	6	7	8	9
1.	7928703	6-4-2009	माणिकचंद पनाचंद मेहता, ए/पी निमगांव केतकी, तालुका इंदापुर, जिला पुणे-413120 महाराष्ट्र ।	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकृति शुद्धता एवं मुहरांकन	1417			1999

1	2	3	4	5	6	7	8	9
2	7930080	6-4-2009	इंशायणी ड्रिफ्टिंग वाटर प्रा. लि., गट संख्या 185/186, एट पोस्ट एम्पी, तलेगांव दाभाडे तालुका मावस, जिला पुणे-410507 महाराष्ट्र।	चैकोजबंद चेकबुक (चैकोजबंद प्राकृतिक निगरान जल के अवकाश)	14543			2004
3	7929907	6-4-2009	श्री शंकर विजय सॉ मिल प्लॉट नं. सी-18, एमआइडीसी, गोकुल शिरगांव, जिला कोल्हापुर- 416234 महाराष्ट्र।	पूर्व स्तति बोर्डस	12823			1990
4	7930181	8-4-2009	केमप्लास्ट सनमान लिमिटेड, गट संख्या 96 (1-9) देवरवाडी, गांव तालुका चांदगड, जिला कोल्हापुर-416507 महाराष्ट्र।	कोर/नसबूरी के लिए अपकृति के पीपीसी स्कीन और कोरिंग मस्य	12818			1992
5	7930282	8-4-2009	केमप्लास्ट सनमान लिमिटेड, गट संख्या 96 (1-9) देवरवाडी, गांव तालुका चांदगड, जिला कोल्हापुर-416507 महाराष्ट्र।	मिडूरी एवं अपकृति विकास प्रकृति सनमान कानुनकार एवं कर्म जल प्रकृति सहित आंतरिक और बाहरी मयनों के लिए पूरीपीसी मस्य।	13592			1992
6	7913585	8-4-2009	श्री इंडस्ट्रीज, प्लॉट नं. जी-18 एम आइ डी सी जिला जातुर-413512 महाराष्ट्र।	चैकोजबंद चेकबुक (चैकोजबंद प्राकृतिक निगरान जल के अवकाश)	14543			2004
7	7930787	17-4-2009	किलोस्कर आइल इंडिय लिमिटेड, डी 1, 5 स्टार एम आइ डी सी कगल, ए/पी तलांडगे तालुका हटकेगले, जिला कोल्हापुर- 416202 महाराष्ट्र।	सक, उंडे फनी के लिए कैलिज अपकृति कर्म कर्मिकरण- भाग 1 : कृषि एवं प्रकृति जल अपकृति के उद्देश्य के लिए	6595	01		2002
8	7913484	8-4-2009	ओम दातार ड्रिफ्टिंग वाटर, प्लॉट नं. डी-48 एम आइ डी सी, जिला नांदेड-431604 महाराष्ट्र।	चैकोजबंद चेकबुक (चैकोजबंद प्राकृतिक निगरान जल के अवकाश)	14543			2004
9	7934391	17-4-2009	रबाय इंडस्ट्रीज, क्र. सं. 61, लगड कॉम्प्लेक्स, नरायण पेठ जिला पुणे-411030 महाराष्ट्र।	छोटे बरेलू बॉटर हीटर एलपीजी प्रयोग सहित	15558			2005

[सं. सी एम डी/13:11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 27th May, 2009

S.O. 1559.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Section	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7928703	6-4-2009	Manikchand Panachand Mehta A/p Nimgaon Ketki Taluka Indapur, District Pune, 413120 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417			1999
2.	7930080	6-4-2009	Indrayani Drinking Water Pvt. Ltd. Gat No. 185/186, At Post Ambi Talegaon Dabhade, Taluka Maval, District Pune-410507 Maharashtra	Packaged Drinking Water (Other than Pack- aged Natural Mineral Water)	14543			2004
3.	7929907	6-4-2009	Shri Shankar Vijay Saw Mill Plot No. C-18 MIDC Gokul Shirgaon, District Kolhapur- 416234, Maharashtra	Prelaminated Particle Boards	12823			1990
4.	7930181	8-4-2009	Chemplast Sanmar Ltd. Gat No. 96 (1-9) Deverwadi Village Taluka Chandgad, District Kolhapur-416507, Maharashtra	Unplasticized PVC Screen and Casing Pipes For Bore/Tubewell	12818			1992
5.	7930282	8-4-2009	Chemplast Sanmar Ltd. Gat No. 96 (1-9) Deverwadi Village Taluka Chandgad, District Kolhapur-416234, Maharashtra	UPVC Pipes for Soil and Waste Discharge Systems For Inside and Outside Buildings, Including Ventilation and Rain Water System	13592			1992
6.	7913585	8-4-2009	Shree Industries Plot No. G-18 MIDC, District Latur-413512, Maharashtra	Packaged Drinking Water (Other than Pack- aged Natural Mineral Water)	14543			2004
7.	7930787	17-4-2009	Kirloskar Oil Engines Ltd. D1, 5 Star MIDC, Kagal A/P Talandage Taluka Hatkanangale District Kolhapur-416202 Maharashtra	Horizontal Centrifugal Pumps for Clear, Cold Water—Specification- Part 1 : Agricultural and Rural Water Supply Purposes	6595	01		2002
8.	7913484	8-4-2009	Om Datar Drinking Water Plot No. D-48 MIDC District Nanded-431604 Maharashtra	Packaged Drinking Water (Other than Pack- aged Natural Mineral Water)	14543			2004
9.	7934391	17-4-2009	Rushabh Industries S. No. 61, Lagad Complex Narayan Peth, District Pune- 411030, Maharashtra	Mini Domestic Water Heater for use with LPG	15558			2005

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 27 मई, 2009

का.आ. 1560.—भारतीय मानक ब्यूरो (प्रमाणन) विनिवम, 1988 के नियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनुभाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-9709802	9-2-2009	मै. मौर्य उद्योग लि., सोहना रोड, सैक्टर 25, नजदीक गाँधी ऑक्टराय पोस्ट, फरीदाबाद-121004 हरियाणा	स्वावलम्ब उच्चयोग के लिए पेट्रोलियम गैस (एलपीजी) के धारक विशिष्टि	14899			2000
2.	एल-9710177	11-2-2009	मै. भारत बैरल ड्रम, मैन्यूफैक्चरिंग प्रा. लि., 50 माइल स्टोन, गाँव मंगोला तहसील पलवल	स्वाधी रूप से रखे हुए बड़े ड्रम भाग 2 ग्रेड बी ड्रम (तीसरा पुनरीक्षण)	1783	02		1988
3.	एल-9714791	3-3-2009	मै. अमन इंडस्ट्रीज, गाँव रोहद, रोहद बाइपास रिलाएंस पेट्रोल पम्प के पीछे बहादुरगढ़, जिला झुज्जर, हरियाणा	पेच जल आर्कुरी के लिए बिना प्लास्टिक के पी वी सी पाइप की विशिष्टि (तीसरा पुनरीक्षण)	4985			2000
4.	एल-9711381	19-2-2009	मै. चावला होज मैन्फैक्चरिंग, मार्डन इंडस्ट्रीयल एस्टेट, मामा चौक रोड, पार्ट बी, बहादुरगढ़, जिला झुज्जर, हरियाणा	अग्नि समन के लिए न रिसने वाले रबड़ के लकड़ीले निकास नल (तीसरा पुनरीक्षण)	636			1988
5.	एल-9713385	3-3-2009	मै. फालकॉन फायरमैटिक्स प्रा. लि., 305, फेस 6, उद्योग विहार, सैक्टर 37, गुडगाँव, हरियाणा	आग बुझाने के लिए सुवाह्य, पानी टाइप के (गैस कार्टिज) विशिष्टि (चौथा पुनरीक्षण)	940			2003
6.	एल-9713688	3-3-2009	मै. फालकॉन फायरमैटिक्स प्रा. लि., 305, फेस 6, उद्योग विहार, सैक्टर 37, गुडगाँव, हरियाणा	आग बुझाने के लिए सुवाह्य, यांत्रिक फॉम टाइप विशिष्टि (पहला पुनरीक्षण)	10204			2001
7.	एल-9713486	3-3-2009	मै. फालकॉन फायरमैटिक्स प्रा. लि., 305, फेस 6, उद्योग विहार, सैक्टर 37, गुडगाँव, हरियाणा	आग बुझाने के लिए सुवाह्य, सूखा पाउडर कार्टिज टाइप (चौथा पुनरीक्षण)	2171			1999

[सं-सी एम डी/13:11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 27th May, 2009

S.O. 1560.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-9709802	9-2-2009	M/s. Mauria Udyog Ltd. Sohna Road, Sector 25, Near Gouchi Octroi Post Faridabad—121004 Haryana	LPG containers for automotive use	14899			2000
2.	L-9710177	11-2-2009	M/s. Bharrat Barrel and Drum Mfg. (P.) Ltd. 50th Mile Stone, Village Bhagola, Tehsil Palwal, Distt. Faridabad.	Drums, large, fixed ends, Part 2 Grade B drums	1783	02		1988
3.	L-9714791	3-3-2009	M/s. Aman Industries, Village Rohad, Rohad Bypass, Opp. Reliance Petrol Pump, Bahadurgarh, Distt. Jhajjar, Haryana.	Unplasticized PVC pipes for potable water supplies	4985			2000
4.	L-9711381	19-2-2009	M/s. Chawla Hose Mfg. Co., Modern Industrial Estate, Mama Chowk Road, Part B, Bahadurgarh, Distt. Jhajjar, Haryana.	Non-percolating flexible fire fighting delivery hose	636			1988
5.	L-9713385	3-3-2009	M/s. Falcon Firematics Pvt. Ltd., 305, Phase VI, Udyog Vihar, Sector 37, Gurgaon, Haryana	Portable fire extinguisher Water type (Gas Cartridge)	940			2003
6.	L-9713688	3-3-2009	M/s. Falcon Firematics Pvt. Ltd., 305, Phase VI, Udyog Vihar, Sector 37, Gurgaon, Haryana	Portable fire extinguisher, mechanical from type	10204			2001
7.	L-9713486	3-3-2009	M/s. Falcon Firematics Pvt. Ltd., 305, Phase VI, Udyog Vihar, Sector 37, Gurgaon, Haryana	Portable fire extinguisher, dry powder cartridge type)	2171			1999

[No. CMD/13 : 11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 27 मई, 2009

का.आ. 1561.—भारतीय मानक ब्यूरो (प्रमाणन) विभाग, 1988 के नियम (4) में उप नियम (5) के अनुसूचन में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस सं.	चासू तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
1	2	3	4	5
फरवरी, 2009				
1.	3003526	22-1-2009	मैं शुभम प्रोडक्ट्स, 2/11, सुन्दर नगर, सेन्ट्रा रोड, ब्यावर, 305 901, जिला अलवर	14543 : 2004 पेकेज्ड ड्रिंकिंग वाटर
2.	3000015	27-1-2009	मैं शिवप्रिया केबल्स प्रा. लि. एफ 122, 123, औद्योगिक एरिया, चोपंकी, भिवाड़ी 301 019, जिला अलवर	7098 भाग 1 : 1988 क्रासलिक्ड पोलिइथिलिन इन्सुलेटेड पीवीसी शीथेड केबल्स
3.	3000116	27-1-2009	मैं शिवप्रिया केबल्स प्रा. लि., एफ 122, 123, औद्योगिक एरिया चोपंकी, भिवाड़ी, 301 019, जिला अलवर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
4.	3000217	27-1-2009	मैं शिवप्रिया केबल्स प्रा. लि., एफ 122, 123, औद्योगिक एरिया चोपंकी, भिवाड़ी, 301 019, जिला अलवर	1554 (भाग 1) : 1988 पीवीसी इन्सुलेटेड एचडी केबल्स
5.	3001522	27-1-2009	मैं नव भारत टयुब्स लि. 94डी, शोटकाड़ा औद्योगिक एरिया, जयपुर	1161 : 1998 स्टील टयुब्स फार स्ट्रक्चर्स परपज
6.	3001623	2-2-2009	मैं रीतुराज पाईप्स एवं फ्लूइडिज प्रा. लि. एफ 116, 118, रीको औद्योगिक एरिया मुडली जिला उदयपुर-313 024	13592 : 1992 यूपीवीसी पाईप्स फार सोइल व वाटर डिस्ट्रिब्यूशन सिस्टम्स
7.	3002322	02-2-2009	मैं श्री रानी सती रबड़ इंडस्ट्रीज, बी 11, पुराना औद्योगिक एरिया, आईटीआई के पीछे, पुर रोड, भीलवाड़ा-311 001	5382 : 1985 रबड़ सिलिंग रिस फार गैस मेन्स, वाटर मेन्स व सेवरेज
8.	3002726	5-2-2009	मैं राठी टीएमटी सरिया लि., एलसी 71 : 72, रीको औद्योगिक एरिया, सुलखेडा, भिवाड़ी, जिला अलवर	1786 : 1985 हार्ड स्ट्रेन्गथ डिफ़ीर्मड स्टील ब्रॉस व वायर्स फार कंक्रीट रिइन्फ़ोर्समेंट
9.	3005227	9-2-2009	मैं अशोका केबल्स प्रा. लि., जे-1/156, रोड नं. 9, रीको औद्योगिक एरिया बिन्दायका, जयपुर, राजस्थान	1554 भाग 1 : 1988 पीवीसी इन्सुलेटेड एचडी केबल्स
10.	3005328	9-2-2009	मैं अशोका केबल्स प्रा. लि., जे-1/156, रोड नं. 9, रीको औद्योगिक एरिया बिन्दायका, जयपुर, राजस्थान	7098 भाग 1 : 1988 क्रासलिक्ड पोलिइथिलिन इन्सुलेटेड पीवीसी शीथेड केबल्स
11.	3005025	11-2-2009	मैं मेघा केबल जे. 1075 व 1086, रीको औद्योगिक एरिया, फेज III, सीतपुरा, जयपुर	7098 भाग 1 : 1988 क्रासलिक्ड पोलिइथिलिन इन्सुलेटेड पीवीसी शीथेड केबल्स

1	2	3	4	5
12.	3005126	11-2-2009	मैं मेघा केबल जे. 1075 व 1085, रीको औद्योगिक एरिया, फेज III, सीतापुरा, जयपुर	1554 भाग 1 : 1988 पीवीसी इन्सुलेटेड एचडी केबल्स
13.	3005429	19-2-2009	मैं राडी स्पेशल स्टील लि. एसपी 29, एफ 20-24, रीको औद्योगिक एरिया, खुशखेडा, भिवाड़ी जिला अलवर, राजस्थान	1786 : 1985 हाई स्ट्रेन्थ डिफॉर्मड स्टील बार्स व वायर्स फार कंक्रीट रिइन्फोर्समेंट
14.	3005631	19-2-2009	मैं कृष्णा ट्रेडर्स, जे-1206, रीको औद्योगिक एरिया, फेज III, सीतापुर, जयपुर राजस्थान	14609 : 1999 ड्राई केमिकल पावडर फार फाइटिंग बी व सी क्लास फाईर्स
15.	3005732	19-2-2009	मैं कृष्णा ट्रेडर्स, जे-1206, रीको औद्योगिक एरिया, फेज III, सीतापुर, जयपुर राजस्थान	4308 2003 ड्राई केमिकल पावडर फार फाईटिंग ए, बी व सी क्लास फाईर्स
16.	3006330	24-2-2009	मैं श्री वर्धमान पावर प्रा. लि. जे 849, रोड नं. 14 विश्वकर्मा औद्योगिक एरिया, जयपुर 302013, राजस्थान	398 भाग 4 : 1994 एल्यूमिनियम एलोय स्टेण्डर्ड कंडक्टर्स (एल्यूमिनियम, मैग्नेशियम सिलिकोन टाईप)

[सं. सी एम डी/13 : 11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 27th May, 2009

S.O. 1561.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedules :

SCHEDULE

Sl. No.	Licence No. (CML-)	Operative Date	Name and Address of the Licensee	Article Process Covered by the Licences and the relevant IS :Designation
1	2	3	4	5
FEBRUARY, 2009				
1.	3003526	22-1-2009	M/s. Shubham Products 2/11, Sunder Nagar, Sendra Road, Beawar-305 901 Distt. Ajmer, Rajasthan	14543 : 2004 Packaged Drinking Water
2.	3000015	27-1-2009	M/s. Shivpriya Cables (P.) Ltd. F-122, 123 Chopanki Industrial Area Bhiwadi-301 901 Distt. Alwar Rajasthan	7098 (Part I) : 1988 Crosslinked Polyethylene Insulated PVC Sheathed Cables
3.	3000116	27-1-2009	M/s. Shivpriya Cables (P.) Ltd., F-122, 123 Chopanki Industrial Area Bhiwadi-301 901 Distt. Alwar Rajasthan	694 : 1990 PVC Insulated Cables
4.	3000217	27-1-2009	M/s. Shivpriya Cables (P.) Ltd., F-122, 123 Chopanki Industrial Area Bhiwadi-301 901 Distt. Alwar Rajasthan	1554 (Part I) : 1988 PVC Insulated (HD) Cables

1	2	3	4	5
5.	3001522	27-1-2009	M/s. Nav Bharat Tubes Ltd., 94D- Industrial Area Jhotwara, Jaipur-302012 Rajasthan	1161 : 1998 Steel Tubes for Structural Purposes
6.	3001623	2-2-2009	M/s. Raturaj Pipes and Plastics Pvt. Ltd., F-116-118, RIICO Industrial Area GUDLI, District. Udaipur-313024 Rajasthan	13592 : 1992 UPVC Pipes for Soil and Waste Discharge Systems
7.	3002322	2-2-2009	M/s. Shree Ram Sati Rubber Industries B-11, Old Industrial Estate Opp. I.T.I. Pur Road, Bhilwara-311 001 Rajasthan	5382 : 1985 Rubber Sealing Rings for Gas Mains. Water Mains and Sewers
8.	3002726	5-2-2009	M/s. Rathi TMT Saria Pvt. Ltd., SP-71-72, RIICO Industrial Area, Khushkhera, Bhiwadi-301 019 Alwar, Rajasthan	1786 : 1985 High Strength Deformed Steel Bars and Wires for Concrete Reinforcement
9.	3005227	9-2-2009	M/s. Ashoka Cables Pvt. Ltd. G1/156, Road No. - 9, RIICO Industrial Area Bindayaka, Jaipur Rajasthan.	1554 (Part I) : 1988 PVC Insulated (HD) Cables
10.	3005328	9-2-2009	M/s. Ashoka Cables Pvt. Ltd. G1/156, Road No. - 9, RIICO Industrial Area Bindayaka, Jaipur- 302012 Rajasthan.	7098 (Part 1) : 1988 Crosslinked Polyethylene Insulated PVC Sheathed Cables
11.	3005025	11-2-2009	M/s. Mega Cable J-1075 and 1086 J-7075 and 1096 RIICO Industrial Area Phase III, Sitapura Jaipur-302022 Rajasthan.	7098 (Part 1) : 1988 Crosslinked Polyethylene Insulated PVC Sheathed Cables
12.	3005126	11-2-2009	M/s. Mega Cable J-1075 and 1086 J-7075 and 1096 RIICO Industrial Area Phase III, Sitapura Jaipur-302022 Rajasthan.	1554 (Part 1) : 1988 PVC Insulated (HD) Cables
13.	3005429	19-2-2009	M/s. Rathi Special steel Limited SP-29, F-20-24, RIICO Industrial Area, Khushkhera, Bhiwadi-301 019 Distt. Alwar Rajasthan	1786 : 1985 High Strength Deformed Steel Bars and Wires for concrete Reinforcement
14.	3005631	19-2-2009	M/s. Krishna Traders J-1206, RIICO Industrial Area, Phase III, Sitapura, Jaipur, Rajasthan	14609 : 1999 Dry Chemical Powder for Fighting A, B, C Class Fires
15.	3005732	19-2-2009	M/s. Krishna Traders J-1206, RIICO Industrial Area, Phase III, Sitapura, Jaipur, Rajasthan	4308 : 2003 Dry Chemical Powder for Fighting B and C Class Fires
16.	3006330	24-2-2009	M/s. Shree Vardhman Power Pvt. Ltd., G-849, Road No. 14 Vishwakarma Industrial area, Jaipur-302 013 Rajasthan.	398 (Part 4) : 1994 Aluminium Alloy Stranded Conductors (aluminium Magnesium silicon type)

[No. CMD/13 : 11]

P. K. GAMBHIR, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 25 मई, 2009

का.आ. 1562.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2191, तारीख 31 जुलाई, 2008 और उसके पश्चात् का.आ. सं. 3055, तारीख 6 नवम्बर, 2008 द्वारा संशोधित और भारत के राजपत्र भाग II, खण्ड 3, उप-खण्ड (ii) में क्रमशः तारीख 9 अगस्त, 2008 और 15 नवम्बर, 2008 में प्रकाशित, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से पुनः परामर्श करने के पश्चात् यह समाधान हो गया है कि :—

(क) इससे संलग्न अनुसूची "क" में वर्णित 9.258 हेक्टर (लगभग) या 22.88 एकड़ (लगभग) माप वाली उक्त भूमि में और उस पर के सभी अधिकार, और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 357.735 हेक्टर (लगभग) या 883.96 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाने चाहिए रिपोर्ट

अतः अब केन्द्रीय सरकार कोयलाधारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि:—

(क) इससे संलग्न अनुसूची "क" में वर्णित 9.258 हेक्टर (लगभग) या 22.88 एकड़ (लगभग) मापवाली भूमि के सभी अधिकार और;

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 357.735 हेक्टर (लगभग) या 883.96 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/327, तारीख 24 अक्टूबर, 2008 का निरीक्षण कलेक्टर, सरगुजा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड, बिलासपुर 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकेगा ।

अनुसूची 'क'

बिनकरा भूमिगत परियोजना, विश्रामपुर क्षेत्र

जिला-सरगुजा (छत्तीसगढ़)

सभी अधिकार—

क्रम संख्या	ग्राम का नाम पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला क्षेत्र हेक्टर में	टिप्पण
1.	गुमगराकला	49	135 अम्बिकापुर	सरगुजा 9.258	भाग

कुल क्षेत्र:—9.258 हेक्टर (लगभग) या 22.88 एकड़ (लगभग)

1. ग्राम गुमगराकला (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक :—

654 (भाग), 665 (भाग), 666 (भाग), 736 (भाग), 763 (भाग), 764 (भाग), 765 (भाग), 768 (भाग), 769, से 773, 774 (भाग), 775 (भाग), 797 (भाग)।

सीमा वर्णन :—

क-ख रेखा ग्राम गुमगराकला में बिन्दु 'क' से आरंभ होती है और प्लॉट संख्या 768, 765, 764, 763 और 666 से गुजरती हुई बिन्दु 'ख' पर मिलती है ।

ख-ख1-ख2- रेखा ग्राम गुमगाकला में प्लॉट संख्या 666 बिन्दु ख 1, प्लॉट संख्या 654, बिन्दु ख 2, ख 3, और ख 4 से गुजरती हुई ख3-ख4-ख5 बिन्दु ख5 पर मिलती है।

ख5-ख6-क रेखा ग्राम गुमगाकला के प्लॉट संख्या 666, 665, 774, 775, 797 से होते हुए बिन्दु ख 6 बिन्दु और प्लॉट संख्या 736 से गुजरती है फिर प्लॉट संख्या 768 की पूर्वी सीमा से होती हुई आंशिक बिन्दु "क" पर मिलती है।

अनुसूची "ख"

बिन्दुस भूमिगत परिलोकन, विमाननुर क्षेत्र

जिला-सरगुजा (उत्तीसप्रदेश)

खनन अधिकार:-

क्रम संख्या	ग्राम का नाम	प्लॉट संख्या	हक्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	गुमगाकला	49	135	अम्बिकानुर	सरगुजा	327.191	भाग
2.	कटकोना	49	39	अम्बिकानुर	सरगुजा	30.544	भाग
कुल क्षेत्र : 357.735 हेक्टर (लगभग) या 883.96 एकड़ (लगभग)							

(1) ग्राम गुमगाकला (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक :-

45(भाग), 46 से 49, 50 (भाग), 51 से 391, 392(भाग), 393 से 402, 403(भाग), 404, 405(भाग), 414(भाग), 415(भाग), 416(भाग), 418(भाग), 419(भाग), 420 से 652, 653(भाग), 654(भाग), 666(भाग), 667 से 726, 727(भाग), 728(भाग), 736(भाग), 737(भाग), 740(भाग), 741 से 746, 747(भाग), 748 से 755, 756(भाग), 757(भाग), 758(भाग), 759 से 762, 763(भाग), 764(भाग), 765(भाग), 766, 767(भाग), 768(भाग), 774/790, 775/789, 791/792(भाग), 793/792, 151/793, 86/801, 427/802, 123/822, 54/823, 55/824, 392/829, 728/830, 648/833, 648/834, 648/835, 648/836, 648/837, 648/838, 667/839, 170/840, 233/841(भाग), 244/842, 392/843, 604/844।

(2) ग्राम कटकोना (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक :-

2(भाग), 11, 12(भाग), 13, 14(भाग), 15(भाग), 16, 17(भाग), 18, 19, 20(भाग), 21 से 33, 34(भाग), 35(भाग), 36(भाग), 37(भाग), 38(भाग), 81(भाग), 95(भाग), 96(भाग), 249(भाग), 250(भाग), 1243(भाग)।

सीमा वर्णन :-

क-ख रेखा ग्राम गुमगाकला में बिन्दु 'क' से आरंभ होती है और प्लॉट संख्यांक 768, 765, 764, 763 और 666 से गुजरती हुई बिन्दु 'ख' पर मिलती है।

ख-ग-घ-ङ रेखा ग्राम गुमगाकला में प्लॉट संख्या 666 बिन्दु ग और घ प्लॉट संख्यांक 654, 653, 418, 419, 416, 415, 414, 403, और 405 से गुजरती हुई ग्राम गुमगाकला-गुमगाकला खुरद के सम्मिलित सीमा पर स्थित बिन्दु "ङ" पर मिलती है।

ङ-च-छ रेखा ग्राम गुमगाकला और गुमगाकला-खुरद के सम्मिलित सीमा और बिन्दु "च" से गुजरती हुई बिन्दु "छ" पर मिलती है।

छ-ज-झ रेखा गुमगाकला के प्लॉट संख्या 392 से गुजरती हुई प्लॉट संख्या 842, 243, 242, 240 और 238 के उत्तरी सीमा से होती हुई प्लॉट संख्या 841, 791, 45, 50, 791 बिन्दु "ज" से गुजरती है, बाद में बागल: चंदनई नदी के दक्षिणी सीमा से होती हुई ग्राम गुमगाकला और कटकोना के सम्मिलित सीमा पर स्थित बिन्दु "झ" पर मिलती है।

झ-ञ रेखा ग्राम कटकोना के प्लॉट संख्या 2, 250, 12, 249, 14, 17, 96, 95 से गुजरती हुई बिन्दु "ञ" पर मिलती है।

ञ-ट-क रेखा ग्राम कटकोना के प्लॉट संख्या 95, 20, 81, 34, 35, 36, 37, 38, 1243 और 15 से गुजरती हुई ग्राम गुमगाकला में प्रवेश करती है और प्लॉट संख्या 727, 728, 736, 737, 740, 747 से होती हुई प्लॉट संख्या 748 के दक्षिणी सीमा से होती हुई बाद में प्लॉट संख्या 756 बिन्दु "ट" प्लॉट संख्या 757, 758, 767 से होती हुई आंशिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/3/2006-पीआरआई/खनन-1]

सुभाष भाटिया, उप-सचिव

New Delhi the 25th May, 2009

S.O. 1562.—Whereas by the notification of Government of India in the Ministry of Coal number S.O. 2191 dated the 31st July, 2008, and subsequently amended vide S.O. 3055 dated the 6th November, 2008, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India Part II, Section 3, sub-section (ii) dated the 9th August, 2008 and the 15th November, 2008 respectively, the Central Government gave notice of its intention to acquire land and rights in the locality specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after re-consulting the Government of Chhattisgarh, is satisfied that:

- (a) the land measuring 9.258 hectares (approximately) or 22.88 acres (approximately) as All Rights in or over the said lands described in the Schedule "A" appended hereto and;
- (b) the rights to mine, quarry, bore dig and search for win, work and carry away minerals in the lands measuring 357.735 hectares (approximately) or 883.96 acres (approximately) described in the Schedule "B" appended hereto should be acquired.

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby declares that.—

- (a) all rights in or over the said land measuring 9.258 hectares (approximately) or 22.88 acres (approximately) described in Schedule "A" appended hereto and;
- (b) the rights to mine, quarry, bore dig and search for win, work and carry away minerals in the lands measuring 357.735 hectares (approximately) or 883.96 acres (approximately) described in the Schedule "B" appended hereto are hereby acquired.

The Plan bearing number/SECLBSP/GM/(PLG)/LAND/ 327 dated the 24th October, 2008 of the areas covered by this notification may be inspected in the Office of the Collector, Surguja, (Chhattisgarh) or in the office of the Coal Controller, 1 Council House Street, Kolkata or in the Office of the South Eastern Coalfield limited (Revenue Section) Seepat Road, Bilaspur-495 006 (Chhattisgarh);

SCHEDULE "A"

Binkara Underground Project, Bishrampur Area

District Surguja (Chhattisgarh)

All Rights

Sl. No.	Name of village	Patwari Halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1.	Gumgarakala	49	135	Ambikapur	Surguja	9.258	Part
Total:- 9.258 Hectares (Approximately) or 22.88 Acres (Approximately).							

1. Plot numbers to be acquired in village Gumgarakala (Part):

654(P), 665(P), 666(P), 736(P), 763(P), 764(P), 765(P), 768(P), 769 to 773, 774(P), 775(P), 797(P).

Boundary Description:

- A-B** Line starts from point "A" in village Gumgarakala and passes through plot numbers 768, 765, 764, 763, 666 and meets at point "B".
- B-B1-B2-B3-B4-B5** Line passes in village Gumgarakala through plot numbers 666, point B1, plot number 654, point B2, B3, & B4 and meets at point "B5".
- B5-B6-A** Line passes in village Gumgarakala through plot numbers 666, 665, 774, 775, 797, point B6 plot number 736 then along eastern boundary of plot number 768 and meets at starting point "A".

SCHEDULE "B"

Binkara Underground Project, Bishrampur Area

District Surguja (Chhattisgarh)

Mining Right :

Sl. No.	Name of village	Patwari Halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1.	Gumgarakala	49	135	Ambikapur	Surguja	327.191	Part
2.	Katkona	49	39	Ambikapur	Surguja	30.544	Part

1. Plot numbers to be acquired in village Gumgarakala (Part):

45(P), 46 to 49, 50(P), 51 to 391, 392(P), 393 to 402, 403(P), 404, 405(P), 414(P), 415(P), 416(P), 418(P), 419(P), 420 to 652, 653(P), 654(P), 666(P), 667 to 726, 727(P), 728(P), 736(P), 737(P), 740(P), 741 to 746, 747(P), 748 to 755, 756(P), 757(P), 758(P), 759 to 762, 763(P), 764(P), 765(P), 766, 767(P), 768(P), 276/790, 273/789, 192/791 (P), 531/792, 151/793, 86/801, 427/802, 123/822, 54/823, 55/824, 392/829, 728/830, 648/833, 648/834, 648/835, 648/836, 648/837, 648/838, 667/839, 170/840, 233/841(P), 244/842, 392/843, 604/844.

2. Plot numbers to be acquired in village Katkona (Part):

2(P), 11, 12(P), 13, 14(P), 15(P), 16, 17(P), 18, 19, 20(P), 21 to 33, 34(P), 35(P), 36(P), 37(P), 38(P), 81(P), 95(P), 96(P), 249(P), 250(P), 1243(P).

Boundary Description :

- A-B Line starts from point "A" in village Gumgarakala and passes through plot numbers 768, 765, 764, 763, 666 and meets at point "B".
- B-C-D-E Line passes in village Gumgarakala through plot numbers 666, point C & D, plot numbers 654, 653, 418, 419, 416, 415, 414, 403, 405 and meets at point "E" on the common boundary of village Gumgarakala-Gumgarakalakhurd.
- E-F-G Line passes along the common boundary of village Gumgarakala Gumgarakalakhurd and through point "F" and meets at point "G".
- G-H-I Line passes in village Gumgarakala through plot number 392 then along northern boundary of plot numbers 842, 243, 242, 240, 238. After that through plot numbers 841, 791, 45, 50, 791, point "H" then along partly southern bank of Chandanai river and meets at point "I" on the common boundary of village Gumgarakala - Katkona.
- I-J Line passes in village Katkona through plot numbers 2, 250, 12, 249, 14, 17, 96, 95, and meets at point "J".
- J-K-A Line passes in village Katkona through plot numbers 95, 20, 81, 34, 35, 36, 37, 38, 1243, 15 then enters village Gumgarakala and passes through plot numbers 727, 728, 736, 737, 740, 747 then along southern boundary of plot number 748 after that through plot numbers 756, point "K", plot numbers 757, 758, 767 and meets at starting point "A".

[F. No. 43015/3/2006-PRIW-I]

S. C. BHATIA, Dy. Secy.

नई दिल्ली, 3 जून, 2009

का.आ. 1563.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2094-तारीख 18 जुलाई, 2007 जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) में तारीख 22 जुलाई, 2007 को प्रकाशित हुई थी, जिसको तत्पश्चात् भारत के राजपत्र भाग II खण्ड (3), उपखण्ड (ii) में प्रकाशित तारीख 14-2-2009, भारत सरकार कोयला मंत्रालय की अधिसूचना सं. का.आ. 364 तारीख 20-1-2009 द्वारा संशोधित किया गया था, द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 2094.89 हेक्टर (लगभग) या 5174.3783 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि उक्त भूमि के भाग में कोयला अभिप्राप्य है।

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में यथावर्णित 2094.89 हेक्टर (लगभग) या 5174.3783 एकड़ (लगभग) माप की भूमि में सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

1. इस अधिसूचना के अन्तर्गत आने वाले सम्पूर्ण क्षेत्र के रेखांक संख्या एनटीपीसी/टीसीएमपी/एसईसी 7(1)/तलईपल्ली/08/01 तारीख 28-3-2008 का निरीक्षण उप महाप्रबन्धक (सीएम-सिविल), एनटीपीसी लिमिटेड, प्रथम तल, पी.डी.आई.एल. बिल्डिंग, सैक्टर-1, नोएडा, उत्तर प्रदेश या अपर महाप्रबन्धक (प्रभारी), तलईपल्ली कोल माईनिंग प्रोजेक्ट, एनटीपीसी लिमिटेड, 56, गजानन्दपुरम नगर, कटरा थाना रोड, रायगढ़, छत्तीसगढ़-496001 या मुख्य महाप्रबन्धक (गवेषण संभाग), सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इस्टीमेट्स, गोंडवाना प्लेस, कान्के रोड, रांची या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 या कलेक्टर, जिला रायगढ़, छत्तीसगढ़ के कार्यालय में किया जा सकता है ;

2. उक्त अधिनियम की धारा 8(1) के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जो उपबंध करता है :—

अर्जन के बाबत आक्षेप :—

8(1) कोई व्यक्ति, जो किसी भूमि जिसके संबंध में धारा 7 की उप-धारा (1) के अधीन कोई अधिसूचना जारी की गई है, अधिसूचना जारी की जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकेगा।

स्पष्टीकरण :— (1) इस धारा के अर्थान्तर्गत यह आक्षेप नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) धारा 8 की उप-धारा (1) के अधीन प्रत्येक आक्षेप, सक्षम प्राधिकारी को लिखित रूप में किया जाएगा और सक्षम प्राधिकारी, आक्षेपकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुने जाने का अवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में विभिन्न रिपोर्टों या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए गए थे।

(4) केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन भारत के राजपत्र भाग II, खंड 3, उप-खंड (ii) तारीख 9 सितंबर, 2006 में प्रकाशित अधिसूचना सं. का.आ. 3629, जिसको तत्पश्चात् भारत के राजपत्र भाग II, खंड (3), उपखण्ड (ii) में प्रकाशित का.आ. 2307 तारीख 18-8-2007 द्वारा संशोधित किया गया है, सक्षम प्राधिकारी के रूप में नियुक्त किया गया है।

अनुसूची

तलईपल्ली माईनिंग ब्लॉक

जिला रायगढ़, छत्तीसगढ़

प्लान नं. एनटीपीसी/टीसीएमपी/एसईसी 7(1)/तलईपल्ली/08/01 तारीख 28 मार्च, 2008

सभी अधिकार:

(क) राजस्व भूमि

क्र.सं.	ग्राम का नाम	थाना	जिला	थाना नं.	क्षेत्रफल (लगभग)		टिप्पणी
					हेक्टर	एकड़	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	अजीजगढ़	घरघोड़ा	रायगढ़	28	20.87	51.5489	भाग
2.	छोटीगुदा	घरघोड़ा	रायगढ़	28	319.88	790.1036	भाग
3.	सालेपली	घरघोड़ा	रायगढ़	27	36.93	91.2171	भाग
4.	रायकेरा	घरघोड़ा	रायगढ़	28	600.83	1484.0501	भाग
5.	नयारामपुर	घरघोड़ा	रायगढ़	28	131.95	325.9165	भाग
6.	बिछीनारा	घरघोड़ा	रायगढ़	28	360.22	889.7434	भाग
7.	तलईपल्ली	तनमार	रायगढ़	28	295.13	728.9711	पूर्ण
8.	कुदुरमहुआ	लेइलुना	रायगढ़	28	121.65	300.4755	भाग
कुल क्षेत्र					1887.46	4662.0262	

(ख) वन भूमि

क्र.सं.	ग्राम का नाम	थाना	जिला	कॉन्टेंट सं.	क्षेत्रफल (लगभग)		स्थिति
					हेक्टेयर	एकड़	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	अजीवगढ़	भरखोड़ा	रायगढ़	531 (भाग)	2.23	5.5081	भाग
2.	छोटीगुदा	भरखोड़ा	रायगढ़	543 (पूर्ण)	19.00	46.9300	पूर्ण
3.	बिछीनारा	भरखोड़ा	रायगढ़	536 (भाग) 542 (पूर्ण) 543 (पूर्ण)	56.50	139.5550	भाग पूर्ण पूर्ण
4.	तलईपल्ली	तन्मार	रायगढ़	539 (पूर्ण) 541 (पूर्ण) 540 (पूर्ण) 535 (भाग) 538 (पूर्ण)	111.20	274.6640	पूर्ण पूर्ण पूर्ण भाग पूर्ण
5.	कुदुस्महुआ	लोहरगुणा	रायगढ़	537 (भाग)	18.50	45.6950	पूर्ण भाग
कुल योग					207.43	512.3521	

सारांश :

- (क) कुल राजस्व भूमि : 1887.46 हेक्टेयर (लगभग) = 4662.8262 एकड़ (लगभग)
 (ख) कुल वन भूमि : 207.43 हेक्टेयर (लगभग) = 512.3521 एकड़ (लगभग)
 (ग) सकल योग (क+ख) : 2094.89 हेक्टेयर (लगभग) = 5174.3783 एकड़ (लगभग)

धारा 7 (1) के अन्वये अधिलेखित स्थानों वाले पहले सप्ताह चरकों की सूची :

- ग्राम अजीवगढ़ : 25(भाग), 26(भाग), 27(भाग), 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 (भाग) ।
- ग्राम छोटीगुदा : 50, 52/1, 53, 54, 55/1, 55/2, 56, 57, 58/1, 58/2, 58/3, 58/4, 58/5, 59, 60, 61/1, 61/2, 62, 63/1, 63/2, 63/3, 64, 65, 66(भाग), 70, 71, 76, 83, 84(भाग), 85, 86/1(भाग), 86/2, 86/3, 88, 89, 202(भाग), 212, 213/1, 213/2(भाग), 214 से 224, 225(भाग), 226(भाग), 227(भाग), 228 से 232, 238, 239(भाग), 240/1, 240/2, 241 से 244, 245/1, 245/2, 245/3, 246, 247, 248/1, 248/2, 249 से 258, 259/1, 259/2, 260, 261, 262 से 270, 271/1 से 271/8, 272 से 278, 279/1 से 279/3, 280/1 से 280/3, 281 से 293, 294/1, 294/2 से 294/3, 294/4(भाग), 294/7 से 294/10, 294/11(भाग), 295(भाग), 296/2(भाग), 296/3, से 296/5, 297/1 से 297/8, 298, 299, 300/1 से 300/4, 301/2 से 301/3, 302 से 306, 307/1 से 307/3, 308 से 310, 311, 312, 313, 314/1 से 314/2, 315, 316, 317/1 से 317/13, 318 से 320, 321/1, 321/4, 321/5, 321/9 से 321/32, 322 से 325, 326/1 से 326/2, 327 से 329, 330/1, 330/2, 331 से 350, 351/1, 351/2, 352/1, 352/2, 352/3, 353 से 361, 362/1 से 362/10, 363 से 374, 375/1 से 375/5, 376 से 388, 389/1, 389/2, 390 से 396, 397/1, 397/2, 398 से 404, 405/1, 405/2, 406 से 410, 411/1, 411/2, 412 से 415, 416/1, 416/2, 417 से 419, 420/1 से 420/4, 421 से 424, 425/1 से 425/8, 426, 427/1 से 427/4, 428 से 431, 432/1, 432/2, 433 से 445.
- ग्राम सालेपल्ली : 192, 197, 198, 199, 200, 201 से 203, 204(भाग), 205/1, 205/3(भाग), 208, 215(भाग), 216 से 218, 219/5, 221(भाग), 222(भाग), 223(भाग), 236/2, 236/4(भाग), 237, 239, 240/1, 240/2(भाग), 241 242/2(भाग), 249, 273, 316, 320 से 326, 327, 341(भाग), 342 से 344, 345/1 से 345/4, 346, 347, 348/1 से 348/3, 349, 350, 351/1 से 351/7, 352/1 से 352/4, 353 से 360.
- ग्राम रायकेरा : 17 (भाग), 18(भाग), 19(भाग), 20/1 से 20/4, 21 से 32, 33/1, 33/2, 34 से 40, 41/1 से 41/4, 42 से 52, 53/1 से 53/2, 54, 55/1, 55/2, 56 से 66, 67/1 से 67/2, 68, 69/1, 69/2, 71 से 80, 81/1 से 81/8, 82, 83/1, 83/2, 84 से 90, 91/1 से 91/5, 92 से 93, 94/1, 94/2, 95/1, 95/2, 96 से 100, 101/1, 102, 103/1, 103/2, 104/1, 104/2, 105, 106, 107/1 से 107/3, 108 से 121, 122/1 से 122/8, 123 से 129, 130/1, 130/2, 130/3, 131 से 147, 148/1 से 148/4, 149, 150/1 से 150/3, 151 से 156, 157/1 से 157/3, 158, 160, 161(भाग), 163/1, 163/2 (भाग), 166 (भाग), 167, 168 (भाग), 169, 170/1 से 170/3, 171, 172/1, 172/2, 173, 174, 175/1, 175/2, 176, 177/1, 177/2, 178/1 से 178/5, 179/1 से 179/7, 180, 181/1, 181/2, 182, 183, 184/1 से 184/4,

185(भाग), 186 से 192, 193/1 से 193/4, 194 से 196, 197/1, 197/2, 198 से 203, 204/1, 204/2, 205, 206/1 से 206/4, 207 से 211, 212/1 से 212/6, 213, 214, 215/1 से 215/8, 216, 217/1, 217/2, 218 से 230, 231/1, 231/2, 232, 233/1, 233/2, 234 से 238, 239/1, 239/2, 239/3, 240/1 से 240/4, 241/1, 241/2, 242/1, 243 से 253, 254/1, 254/2, 255 से 268, 269/1, 269/2, 268, 269/2, 270/1 से 270/4, 271, 272, 273/1, 273/2, 273/3, 274/1 से 274/4, 275, 276/1, 276/2, 277 से 281, 282/1 से 282/8, 283 से 286, 287/1, 287/2, 288/1 से 288/3, 289/1 से 289/3, 290, 293, 294 (भाग), 295/1 से 295/2, 296/1, 296/2, 297 से 301, 302/1, 303 से 307, 308, 309, 310/1, 310/2, 311, 312, 313/1 से 313/8, 314 से 318, 319/1 से 319/8, 320 से 327, 328/1, 328/2, 329, 330/1, 330/2, 331 से 336, 337/1, 337/2, 338, 339/1 से 339/6, 339/7 (भाग), 339/8 (भाग), 339/10, 340, 341, 342/1, 342/2, 342/6, 342/7, 343 से 345, 346/1 से 346/6, 347 से 363, 364/1, 365 से 382, 383/1, 384, 386 (भाग), 389, 390 (भाग), 393 (भाग), 394, 395/1, 396/1, 397 (भाग), 398, 399/1, 400, 402, 404, 408, 411/1, 447, 482, 483, 487, 491 (भाग), 492 (भाग), 493 (भाग), 494 (भाग), 498, 499, 497/1 से 497/4, 498 से 504, 505/1 से 505/6, 506/1, 506/4, 513 (भाग), 514, 515, 535 (भाग), 536 से 541, 542, 543 से 548, 549 (भाग), 550, 551, 552, 559, 655, 657 (भाग)।

5. ग्राम नयारामपुर: 71, 73/2 (भाग), 74/1, 74/2 (भाग), 75/1 से 75/3, 76 से 106, 107/1 से 107/5, 108/1 से 108/2, 109 से 111, 112/1 से 112/3, 113 से 115, 116/1, 116/2, 117, 118/1 से 118/17, 119, 120/1 से 120/3, 121 से 122, 123/1 से 123/4, 124 से 129, 130/1 से 130/5, 131/1 से 131/19, 132 से 160, 161/1 से 161/12, 162, 163/1 से 163/3, 164 से 207, 208/1 से 208/4, 209/1 से 209/4, 210 से 219, 220/1 से 220/4, 221 से 241, 242, 243, 244/1, 271 (भाग), 272 से 275, 276, 285 (भाग), 322, 334, 340 (भाग), 341, 349, 350 (भाग), 351 से 369, 371।

6. ग्राम बिछीनास: 1/1, 2, 3/1 से 3/4, 4, 5/1, 5/2, 6 से 10, 11/1 से 11/3, 12, 13/1 से 13/2, 13/3, 14/1 से 14/4, 15 से 17, 18/1 से 18/2, 19 से 21, 22/1, 22/2, 23, 24/1 से 24/4, 25, 26, 27/1 से 27/3, 28, 29/1 से 29/5, 29/6, 30 से 35, 36/1 से 36/5, 37, 38/1, 38/2, 39, 40/1, 40/2, 41, 42, 43/1 से 43/5, 44 से 46, 47/1, 47/2, 48 से 52, 53/1, 53/2, 54, 55, 56 (भाग), 57, 58, 59 (भाग), 63, 64, 66, 67, 70/1, 71, 72 से 74, 75/1, 75/2, 76 से 81, 82/1, 82/2, 83, 84/1 से 84/9, 85, 86/1 से 86/13, 87, 88/1, 89/1, 89/2, 90 से 92, 93/1 से 93/8, 94 से 96, 97/1 से 97/6, 98/1 से 98/2, 99, 100/1, 100/2, 101/1 से 101/13, 102, 103 से 104, 105/1 से 105/6, 106/1 से 106/6, 107 से 114, 115/1 से 115/2, 116 से 122, 123/1 से 123/7, 124, 125, 126/1 से 126/7, 127 से 130, 131/1 से 131/2, 132 से 138, 139/1 से 139/4, 140, 141/1 से 141/2, 142/1 से 142/9, 143/1 से 143/2, 143/5, 144/1 से 144/4, 145, 146/1 से 146/3, 147, 148, 149/1 से 149/7, 150, 151, 152/1, 152/2, 153 से 155, 156/1 से 156/2, 157, 158, 159/1 से 159/7, 160 से 162, 163/1, 163/2, 164/1 से 164/3, 165/1 से 165/3, 166, 167, 168/1, 168/2, 169, 170, 171/1, 171/2।

7. ग्राम तलाईपल्ली : 1 से 9, 10/1 से 10/3, 11 से 13, 14/1 से 14/3, 15, 16/1 से 16/2, 17, 18/1 से 18/2, 19, 20, 21/1 से 21/2, 22, 23 से 24, 25/1, 25/2, 26/1 से 26/6, 27, 28/1 से 28/5, 29, 30/1 से 30/3, 31, 32/1 से 32/5, 33 से 39, 40/1 से 40/6, 41/1, 41/2, 42, 43/1 से 43/3, 44 से 47, 48/1 से 48/2, 49 से 56, 57/1 से 57/3, 58 से 62, 63/1 से 63/7, 64, 65/1 से 65/7, 66/1, 66/2, 67, 68, 69/1 से 69/4, 70 से 76, 77/1 से 77/3, 78, 79, 80/1 से 80/5, 81 से 86, 87/1 से 87/18, 88 से 91, 92/1 से 92/7, 93/1 से 93/13, 94 से 96, 97/1 से 97/5, 98, 99, 100, 101/1 से 101/22, 102 से 118, 119/1 से 119/5, 120 से 123, 124/1 से 124/5, 125, 126/1 से 126/13, 127 से 129, 130/1 से 130/16, 131/1 से 131/6, 132 से 136।

8. ग्राम कुदुमहुआ : 1, 2, 3, 7 (भाग), 18 (भाग), 19, 20, 21 (भाग), 22 से 89, 90/1 से 90/11, 91, 92, 93, 94, 95 से 107, 108, 109 से 141, 142, 145 (भाग), 157 (भाग), 158 से 191।

धारा 7(1) के अधीन अधिसूचित किये जाने वाले वन कंपार्टमेंट सं. की सूची:-

1. ग्राम अजीजगढ़ : 531 (भाग)।
2. ग्राम छोटीगुड़ा : 543 (पूर्ण)।
3. ग्राम बिछीनास : 536 (भाग), 542 (पूर्ण), 543 (पूर्ण)।
4. ग्राम तलाईपल्ली : 539 (पूर्ण), 541 (पूर्ण), 540 (पूर्ण), 535 (भाग)।
5. ग्राम कुदुमहुआ : 537 (भाग), 538 (पूर्ण)।

धारा 7(1) के अधीन अधिसूचित किये जाने वाले ब्लॉक क्षेत्र का सीमा वर्णन :-

रेखा - क-ख-ग-ग।-घ-घ।-ङ-ङ।-च

रेखा ग्राम बाहमनपल्ली (थाना लेइलुना) के संरक्षित वन क्षेत्र के अन्दर स्थित बिन्दु 'क' से आरम्भ होकर दक्षिण-पूर्व दिशा की ओर बढ़ती हुई ग्राम अजीजगढ़ के प्लॉट सं. 35 और 40 एवं ग्राम छोटीगुड़ा के प्लॉट सं. 293, 294/4, 296/2 से गुजरती हुई वन क्षेत्र के अन्दर स्थित बिन्दु 'ख' तक बढ़ती है तत्पश्चात् यह रेखा दक्षिण की ओर बढ़ती हुई ग्राम छोटीगुड़ा के प्लॉट सं. 297/1, 300/2, 300/3 से गुजरती हुई उक्त ग्राम के प्लॉट सं. 323 के अन्दर स्थित बिन्दु 'ग' तक बढ़ती है। इससे पश्चात् यह रेखा दक्षिण-पूर्व दिशा की ओर बढ़ती हुई सरकारी वन क्षेत्र से गुजरती हुई ग्राम बिछीनास (थाना परभोड़ा) के पश्चिमी सीमा को उक्त ग्राम के प्लॉट सं. 59 पर स्थित बिन्दु 'ग।' पर काटती है। इससे पश्चात् यह रेखा उसी दिशा में आगे बढ़ती हुई ग्राम बिछीनास के प्लॉट सं. 36, 63, 67 एवं 70/1 से गुजरती हुई ग्राम कुदुमहुआ के प्लॉट सं. 3 पर स्थित बिन्दु 'घ' तक बढ़ती है। इससे पश्चात् यह रेखा दक्षिण दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट सं. 89 पर स्थित बिन्दु 'घ।' तक

बढ़ती है। इसके पश्चात् यह रेखा उत्तर-पूर्व दिशा में बढ़ती हुई प्लॉट सं. 21, 20, 19 से गुजरती हुई ग्राम कुदुरमहुआ के प्लॉट सं. 17 पर स्थित बिन्दु 'ड' तक बढ़ती है। इसके पश्चात् यह रेखा दक्षिण-पूर्व दिशा में बढ़ती हुई प्लॉट सं. 145, 143, 157 से गुजरती हुई एवं ग्राम कुदुरमहुआ के पूर्वी सीमा को उक्त ग्राम के प्लॉट सं. 160 पर स्थित बिन्दु 'ड' पर काटती है। इसके पश्चात् यह रेखा उसी दिशा में बढ़ते हुए ग्राम मरियाकक्षार के दक्षिणी भाग में संरक्षित वन क्षेत्र के आगे स्थित बिन्दु 'ब' पर समाप्त होती है।

रेखा :- च-च1-च2-च3-च4-छ :

यह रेखा ग्राम मरियाकक्षार के दक्षिणी भाग में स्थित बिन्दु 'ब' से आरम्भ होकर नदी के किनारे - किनारे बढ़ती हुई बिन्दु 'च1'-'च2'-'च3'-'च4' से गुजरती हुई ग्राम नयासमपुर (थाना बरबोड़ा) के दक्षिणी पूर्वी किनारे पर स्थित उक्त ग्राम के प्लॉट सं. 371 पर स्थित बिन्दु 'छ' पर समाप्त होती है।

रेखा :- छ-ज-ज1-झ-ज-ट :

यह रेखा ग्राम नयारामपुर के प्लॉट सं. 371 पर स्थित बिन्दु 'छ' से आरम्भ होकर उत्तर पश्चिम दिशा में बढ़ते हुए प्लॉट सं. 365, 340, 341, 349, 273, 272, 242, 71, 350, 276, 244/1 से गुजरती हुई ग्राम रायकेरा के पूर्वी सीमा को प्लॉट सं. 383 पर काटती हुई एवं प्लॉट सं. 381, 385, 389, 393, 397 से गुजरती हुई उक्त ग्राम के प्लॉट सं. 399/1 पर स्थित बिन्दु 'ज' तक बढ़ती है। इसके पश्चात् यह रेखा पश्चिम दिशा में बढ़ती हुई प्लॉट सं. 408, 339/8, 411/1, 294, 293, 505/6, 655, 515 से गुजरती हुई एवं ग्राम रायकेरा के प्लॉट सं. 552 पर स्थित बिन्दु 'ज1' तक बढ़ती है। उसके पश्चात् यह रेखा उत्तर की ओर बढ़ती हुई ग्राम रायकेरा के प्लॉट सं. 17, 20/4, 19 से गुजरती हुई ग्राम सलेहपल्ली के उत्तरी सीमा में उक्त ग्राम के प्लॉट सं. 316 पर स्थित बिन्दु 'झ' से प्रवेश करती है, उसके पश्चात् यह रेखा प्लॉट सं. 321, 341 से गुजरती हुई एवं ग्राम सलेहपल्ली के प्लॉट सं. 249 पर स्थित बिन्दु 'ज' तक बढ़ती है उसके पश्चात् यह रेखा पूर्व की ओर आगे बढ़ते हुए ग्राम सलेहपल्ली के प्लॉट सं. 241, 239, 221, 215 से गुजरती हुई एवं ग्राम रायकेरा के प्लॉट सं. 158 तक बढ़ती है एवं अन्ततः ग्राम रायकेरा के प्लॉट सं. 157/2 पर स्थित बिन्दु 'ट' पर समाप्त होती है।

रेखा:-ट-ठ-क:

यह रेखा प्लॉट सं. 157/2 पर स्थित बिन्दु 'ट' से आरम्भ होकर उत्तर दिशा में बढ़ते हुए ग्राम रायकेरा के प्लॉट सं. 159, 161, 168, 169 एवं 166 से गुजरती है तथा ग्राम सलेहपल्ली के प्लॉट सं. 208 से गुजरती हुई ग्राम रायकेरा के प्लॉट सं. 185 एवं 186 से गुजरती है तथा उसके पश्चात् रेखा ग्राम सलेहपल्ली के प्लॉट सं. 205/3, 204 एवं 203 से गुजरती हुई उक्त ग्राम के उत्तरी सीमा को प्लॉट सं. 196 पर काटती है। उसके पश्चात् रेखा उक्त ग्राम के प्लॉट सं. 213/2, 226, 227, 231, 232, 237, 239, 84, 64, 65, 56 एवं 52/1 से गुजरती है। उसके पश्चात् रेखा उसी दिशा में ऊपर की ओर बढ़ती हुई ग्राम अजीजगढ़ के प्लॉट सं. 26 से गुजरती हुई उक्त ग्राम के प्लॉट सं. 25 पर स्थित बिन्दु 'ठ' पर समाप्त होती है। उसके पश्चात् रेखा उत्तर पूर्व दिशा में बढ़ती हुई ग्राम अजीजगढ़ के प्लॉट सं. 26, 27, एवं 28 से गुजरती है। उसके पश्चात् रेखा उसी दिशा में आगे बढ़ती हुई अन्ततः ग्राम बाहमनपल्ली (थाना लेइलुना) के संरक्षित वन क्षेत्र के अन्दर बिन्दु 'ठ' के उत्तर पूर्व स्थित बिन्दु 'क' पर समाप्त होती है।

[सं. 43015/6/2006-पीआरआईडब्ल्यू-1]

एम. शाहाबुद्दीन, अवर सचिव

New Delhi, the 3rd June, 2009

S.O. 1563.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2094 dated the 18th July, 2007 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part II, Section 3, sub-section (ii) of the Gazette of India dated the 28th July, 2007, which was subsequently amended vide number S.O. 364 dated the 29th January, 2009 published in Part II Section (3), sub-section (ii) of Gazette of India dated the 14th February, 2009, the Central Government gave notice of its intention to prospect for coal in 2094.89 Hectares (approximately) or 5174.3783 Acres (approximately), of the lands in the locality specified in the Schedule annexed to that notification;

And, whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the Schedule appended to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the land measuring 2094.89 Hectares (approximately) or 5174.3783 Acres (approximately) in all rights in the Schedule appended hereto.

1. The plan bearing number NTPC/TCMP/Sec7(1)/Talaipalli/08/01 dated the 28th March, 2008 of the area covered by this notification may be inspected in the office of the Deputy General Manager (CM-Civil), NTPC Ltd., 1st floor, PDIL Building, Sector-1, Noida, Uttar Pradesh or in the office of AGM(I/c), Talaipalli Coal Mining Project, NTPC Ltd., 56, Gajanandpuram, Kotra Thana Road, Raigarh-496001, Chhattisgarh or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi

or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or in the office of District Collector, District Raigarh, Chattisgarh.

2. Attention is hereby invited to the provisions of Section 8 of the aforesaid Act which provides as follows :

Objection to Acquisition :

8(1) Any person interested in any land in respect of which a notification under sub-section (1) of Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of the coal and those operations should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) of Section 8 shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such lands or of rights in or over such land, to the Central Government, containing his recommendations on the objections together with the record of proceedings held by him for the decision of the Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.
- (4) The Coal Controller, 1, Council House Street, Kolkata-700001, has been appointed by the Central Government as the Competent Authority under the Section 3 of the said Act vide notification number S.O. 3629, published in Part II, Section (3), Sub-section (ii) of the Gazette of India, dated the 9th September, 2006, which was subsequently amended vide number S.O. 2307 published in Part II Section (3), Sub-section (ii) of Gazette of India, dated 18th August, 2007.

SCHEDULE

TALAI PALLI MINING BLOCK

DISTRICT : RAIGARH, CHHATTISGARH

Plan number NTPC/TCMP/Sec. 7(1)/Talaipalli/08/01 dated 28th March, 2008

ALL RIGHTS

(A) REVENUE LAND

Sl. No.	Village	Thana	District	Thana No.	Total area (Approximately)		Remark
					Hectare	Acre	
01	Ajigarh	Gharghoda	Raigarh	28	20.87	51.5489	Part
02	Chotigurha	Gharghoda	Raigarh	28	319.88	790.1026	Part
03	Salehpali	Gharghoda	Raigarh	27	36.93	91.2171	Part
04	Raikera	Gharghoda	Raigarh	28	600.83	1484.0501	Part
05	Nayarampur	Gharghoda	Raigarh	28	131.95	325.9465	Part
06	Bichinara	Gharghoda	Raigarh	28	360.22	889.7434	Part
07	Talaipalli	Tannar	Raigarh	28	295.13	728.9711	Full
08	Kudurmahua	Leikunga	Raigarh	28	121.65	300.4755	Part
Total Area					1827.46	4562.9252	

(B) FOREST LAND

Sl. No.	Village	Thana	District	Compartment No.	Total area (Approximately)		Remark
					Hectare	Acre	
01	Ajijgarh	Gharghoda	Raigarh	531 (Part)	2.23	5.5081	Part
02	Chotigurha	Gharghoda	Raigarh	543 (Full)	19.00	46.9300	Full
03	Bichinara	Gharghoda	Raigarh	536 (Part)	56.50	139.5550	Part
				542 (Full)			Full
				543 (Full)			Full
				539 (Full)			Full
04	Talaipalli	Tanmar	Raigarh	541 (Full)	111.20	274.6640	Full
				540 (Full)			Full
				535 (Part)			Part
05	Kudurmahua	Leilunga	Raigarh	538 (Full)	18.50	45.6950	Full
				537 (Part)			Part
Total Area					207.43	512.3521	

SUMMARY:

(A) Total Revenue Land :	1887.46 Hectares (Approximately)	=4662.0262 acres (Approximately)
(B) Total Forest Land :	207.43 Hectares (Approximately)	=512.3521 acres (Approximately)
(C) Grand Total (A+B) :	2094.89 Hectares (Approximately)	=5174.3783 acres (Approximately)

LIST OF REVENUE PLOTS TO BE NOTIFIED U/S(1):

1. Village Ajijgarh : 25 (part), 26(part), 27(part), 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 (part).
2. Village Chotigurha: 50, 52/1, 53, 54, 55/1, 55/2, 56, 57, 58/1, 58/2, 58/3, 58/4, 58/5, 59, 60, 61/1, 61/2, 62, 63/1, 63/2, 63/3, 64, 65, 66(part), 70, 71, 76, 83, 84 (part), 85, 86/1 (part), 86/2, 86/3, 88, 89, 202 (part), 212, 213/1, 213/2 (part), 214 to 224, 225(part), 226(part), 227 (part), 228 to 232, 238, 239 (part), 240/1, 240/2, 241 to 244, 245/1, 245/2, 245/3, 246, 247, 248/1, 248/2, 249 to 258, 259/1, 259/2, 260, 261, 262 to 270, 271/1 to 271/8, 272 to 278, 279/1 to 279/3, 280/1 to 280/3, 281 to 293, 294/1, 294/2 to 294/3, 294/4(part), 294/7 to 294/10, 294/11(part), 295(part), 296/2 (part), 296/3 to 296/5, 297/1 to 297/8, 298, 299, 300/1 to 300/4, 301/2 to 301/3, 302 to 306, 307/1 to 307/3, 308 to 310, 311, 312, 313, 314/1 to 314/2, 315, 316, 317/1 to 317/13, 318 to 320, 321/1, 321/4, 321/5, 321/9 to 321/32, 322 to 325, 326/1, 326/2, 327 to 329, 330/1, 330/2, 331 to 350, 351/1, 351/2, 352/1, 352/2, 352/3, 353 to 361, 362/1 to 362/10, 363 to 374, 375/1 to 375/5, 376 to 388, 389/1, 389/2, 390 to 396, 397/1, 397/2, 398 to 404, 405/1, 405/2, 406 to 410, 411/1, 411/2, 412 to 415, 416/1, 416/2, 417 to 419, 420/1 to 420/4, 421 to 424, 425/1 to 425/8, 426, 427/1 to 427/4, 428 to 431, 432/1, 432/2, 433 to 445.
3. Village Salehpali: 192, 197, 198, 199, 200, 201 to 203, 204 (part), 205/1, 205/3 (part), 208, 215 (part), 216 to 218, 219/5, 221(part), 222(part), 223 (part), 236/2, 236/4 (part), 237, 239, 240/1, 240/2 (part), 241, 242/2 (part), 249, 273, 316, 320 to 326, 327, 341 (part), 342 to 344, 345/1 to 345/4, 346, 347, 348/1 to 348/3, 349, 350, 351/1 to 351/7, 352/1 to 352/4, 353 to 360.
4. Village Raikera: 17(part), 18(part), 19 (part), 20/1 to 20/4, 21 to 32, 33/1, 33/2, 34 to 40, 41/1 to 41/4, 42 to 52, 53/1 to 53/2, 54, 55/1, 55/2, 56 to 66, 67/1 to 67/2, 68, 69/1, 69/2, 71 to 80, 81/1 to 81/8, 82, 83/1, 83/2, 84 to 90, 91/1 to 91/5, 92 to 93, 94/1, 94/2, 95/1, 95/2, 96 to 100, 101/1, 102, 103/1, 103/2, 104/1, 104/2, 105, 106, 107/1 to 107/3, 108 to 121, 122/1, to 122/8, 123 to 129, 130/1, 130/2, 130/3, 131 to 147, 148/1 to 148/4, 149, 150/1 to 150/3, 151 to 156, 157/1 to 157/3, 158, 160 161 (part), 163/1, 163/2 (part), 166 (part), 167, 168 (part), 169, 170/1 to 170/3, 171, 172/1, 172/2, 173, 174, 175/1, 175/2, 176, 177/1, 177/2, 178/1 to 178/5, 179/1 to 179/7, 180, 181/1, 181/2, 182, 183, 184/1 to 184/4, 185 (part), 186 to 192, 193/1 to 193/4, 194 to 196, 197/1, 197/2, 198 to 203, 204/1, 204/2, 205, 206/1 to 206/4, 207 to 211, 212/1 to 212/6, 213, 214, 215/1 to 215/8, 216, 217/1, 217/2, 218 to 230, 231/1, 231/2, 232, 233/1, 233/2, 234 to 238, 239/1, 239/2, 239/3, 240/1 to 240/4, 241/1, 241/2, 242/1, 243 to 253, 254/1, 254/2, 255 to 266, 267/1, 267/2, 268, 269, 270/1 to 270/4, 271, 272, 273/1, 273/2, 273/3, 274/1 to 274/4, 275, 276/1, 276/2, 277 to 281, 282/1 to 282/8, 283 to 286, 287/1, 287/2, 288/1 to 288/3, 289/1 to 289/3, 290, 293, 294 (part), 295/1 to 295/2, 296/1, 296/2, 297 to 301, 302/1, 303 to 307, 308, 309, 310/1, 310/2, 311, 312, 313/1 to 313/8, 314 to 318, 319/1 to 319/8, 320 to 327, 328/1, 328/2, 329, 330/1, 330/2, 331 to 336, 337/1, 337/2, 338, 339/1 to 339/6, 339/7 (part), 339/8 (part), 339/10, 340, 341, 342/1, 342/2, 342/6, 342/7, 343 to 345, 346/1 to 346/6, 347 to 363, 364/1, 365 to 382, 383/1, 384, 386 (part), 389, 390 (part), 393 (part), 394, 395/1, 396/1, 397 (part), 398, 399/1, 400, 402, 404, 408, 411/1, 447, 482, 483, 487, 491(part), 492(part), 493(part), 494 (part), 495, 496, 497/1 to 497/4, 498 to 504, 505/1 to 505/6, 506/1, 506/4, 513 (part), 514, 515, 535 (part), 536 to 541, 542, 543 to 548, 549 (part), 550, 551, 552, 559, 655, 657 (part).
5. Village Dayarampur : 71, 73/2 (part), 74/1, 74/2 (part), 75/1 to 75/3, 76 to 106, 107/1 to 107/5, 108/1 to 108/2, 109 to 111, 112/1 to 112/3, 113 to 115, 116/1, 116/2, 117, 118/1 to 118/17, 119, 120/1 to 120/3, 121 to 122, 123/1 to 123/4, 124 to 129, 130/1 to 130/5, 131/1 to 131/19, 132 to 160, 161/1 to 161/12, 162, 163/1 to 163/3, 164 to 207, 208/1 to 208/4, 209/1 to 209/4, 210 to 219, 220/1 to 220/4, 221 to 241, 242, 243, 244/1, 271 (part), 272 to 275, 276, 285 (part), 322, 334, 340 (part), 341, 349, 350 (part), 351 to 369, 371.

6. Village Bichhinara: 1/1, 2, 3/1 to 3/4, 4, 5/1, 5/2, 6 to 10, 11/1 to 11/3, 12, 13/1 to 13/2, 13/3, 14/1 to 14/4, 15 to 17, 18/1 to 18/2, 19 to 21, 22/1, 22/2, 23, 24/1 to 24/4, 25, 26, 27/1 to 27/3, 28, 29/1 to 29/5, 29/6, 30 to 35, 36/1 to 36/3, 37, 38/1, 38/2, 39, 40/1, 40/2, 41, 42, 43/1 to 43/5, 44 to 46, 47/1, 47/2, 48 to 52, 53/1, 53/2, 54, 55, 56 (part), 57, 58, 59 (part), 63, 64, 66, 67, 70/1, 71, 72 to 73, 74, 75/1, 75/2, 76 to 81, 82/1, 82/2, 83, 84/1 to 84/9, 85, 86/1 to 86/13, 87, 88/1, 89/1, 89/2, 90 to 92, 93/1 to 93/8, 94 to 96, 97/1 to 97/6, 98/1 to 98/2, 99, 100/1, 100/2, 101/1 to 101/13, 102, 103 to 104, 105/1 to 105/6, 106/1 to 106/6, 107 to 114, 115/1 to 115/2, 116 to 122, 123/1 to 123/7, 124, 125, 126/1 to 126/7, 127 to 130, 131/1 to 131/2, 132 to 138, 139/1 to 139/4, 140, 141/1 to 141/2, 142/1 to 142/9, 143/1 to 143/2, 143/5, 144/1 to 144/4, 145, 146/1 to 146/3, 147, 148, 149/1 to 149/7, 150, 151, 152/1, 152/2, 153 to 155, 156/1 to 156/2, 157, 158, 159/1 to 159/7, 160 to 162, 163/1, 163/2, 164/1 to 164/3, 165/1 to 165/3, 166, 167, 168/1, 168/2, 169, 170, 171/1, 171/2.

7. Village Talaipalli: 1 to 9, 10/1 to 10/3, 11 to 13, 14/1 to 14/3, 15, 16/1 to 16/2, 17, 18/1 to 18/2, 19, 20, 21/1 to 21/2, 22, 23 to 24, 25/1, 25/2, 26/1 to 26/6, 27, 28/1 to 28/5, 29, 30/1 to 30/3, 31, 32/1 to 32/5, 33 to 39, 40/1 to 40/6, 41/1, 41/2, 42, 43/1 to 43/3, 44 to 47, 48/1 to 48/2, 49 to 56, 57/1 to 57/3, 58 to 62, 63/1 to 63/7, 64, 65/1 to 65/7, 66/1, 66/2, 67, 68, 69/1 to 69/4, 70 to 76, 77/1 to 77/3, 78, 79, 80/1 to 80/5, 81 to 86, 87/1 to 87/18, 88 to 91, 92/1 to 92/7, 93/1 to 93/13, 94 to 96, 97/1 to 97/5, 98, 99, 100, 101/1 to 101/22, 102 to 118, 119/1 to 119/5, 120 to 123, 124/1 to 124/5, 125, 126/1 to 126/13, 127 to 129, 130/1 to 130/16, 131/1 to 131/6, 132 to 136.

8. Village Kudurmahua: 1, 2, 3, 7 (part), 18 (Part) 19, 20, 21 (part), 22 to 89, 90/1 to 90/11, 91, 92, 93, 94, 95 to 107, 108, 109 to 141, 142, 145 (part), 157 (part), 158 to 191.

List of Forest Compartment Nos. to be Notified U/S 7 (1):

1. Village Ajijgarh : 531 (Part).
2. Village Chotigurha : 543 (Full).
3. Village Bichhinara : 536 (Part), 542 (Full),
543 (Full)
4. Village Talaipalli : 539 (Part), 541 (Full),
540 (Full), 535 (Part).
5. Village Kudurmahua : 537 (Part), 538 (Full)

Boundary Description of the Block Area to be notified u/s 7 (1)

Line A - B-C - C1 - D - D1 - E - E1 - F: The line starts from point 'A' inside the protected forest area of village Bahamanpali (Thana Leilunga) moves in south-east direction through plot nos. 35 and 40 of village Ajijgarh, plot nos. 293, 294/4, 296/2 of village Chotigurha up to point 'B' inside the forest then it moves southward through plot nos. 297/1, 300/2 & 300/3 of village Chotigurha up to point 'C' in the plot no 323 of the said village. It further moves in the south-east direction passes through the Govt. Forest, cuts the western boundary of the village Bichhinara (Thana Gharghoda) at point 'C1' in plot no. 59 of the said village. it further moves in the same direction & passes through plot nos 56, 63, 67 & 70/1 of the village Bichhinara up to point 'D' at plot no. 3 of village Kudurmahua. It then moves south ward & passes through point 'D1' at plot no. 89 of the said village. It then moves in the north-east direction & passes through plot nos. 21, 20, 19 up to point 'E' at plot no. 17 of village Kudurmahua. It then moves in the south-east direction & passes through plot nos. 145, 143, 157 & cuts the eastern boundary of the village Kudurmahua at point 'E1' at plot no. 160 of the said village. It further moves in the same direction & up to point 'F' in the southern part of the village Mariakachhar beyond the protected forest.

Line F-F1-F2 F-3-F4-G: The line starts from point 'F' in the southern part of the village Mariakachhar moves along the bank of the river through the points 'F1', 'F2', 'F3', 'F4', and finally ends at point 'G' in the south-east corner of the village Nayarampur (Thana Gharghoda) on the plot no. 371 of said village.

Line G- H- H1 - I - J - K: The line starts from point 'G' at plot no 371 of village Nayarampur moves in north west direction & passes through plot nos. 365, 340, 341, 349, 273, 272, 242, 71, 350, 276, 244/1 cuts the eastern boundary of village Raikera at plot no. 383 passes through plot nos. 381, 385, 389, 393, 397 & point 'H' at plot no. 399/1 of the said village. The line then moves west ward & passes through plot nos. 408, 339/8, 411/1 294, 293, 505/6, 655, 515 & point 'H1' at plot no. 552 of the village Raikera. The line then moves north ward & passes through plot no. 17, 20/4, 19 of village Raikera & enters the village Salehpali at point 'I' in plot no. 316 of the said village. It then passes through plot no. 321, 341 & point 'J' at plot nos. 249 of the village Salehpali. The line then moves east ward & passes through plot no. 241, 239, 221, 215 of the village Salehpali & plot nos. 158 of the village Raikera & ends at point 'K' on plot no. 157/2 of the village Raikera.

Line K - L - A: The line starts from point 'K' at plot no. 157/2 moving towards north passing through plot nos. 159, 161, 168, 163 and 166 of village Raikera then passes through plot no. 208 of village Salehpali, plot nos. 185 and 186 of village Raikera, then passes through plot nos. 205/3, 204 and 203 of village Salehpali cutting its northern boundary at plot no. 196 of the said village. The line then passes through plot nos. 213/2, 226, 227, 231, 232, 237, 239, 84, 64, 65, 56 and 52/1 of said village. The line then moves upward in the same direction passing through plot no. 26 of village Ajijgarh and ends at point 'L' of plot no. 25 of said village. The line moves in the north-east direction passes through plot nos. 26, 27 and 28 of village Ajijgarh. The line then moves further in the same direction and finally ends at point 'A' in the protected forest of village Bahamanpali (Thana Leilunga) north-east to point 'L'.

[No. 43015/6/2006/PRIW-I]

M. SHAHABUDEEN, Under Secy.

अव एवं रोजगार न्यायालय

नई दिल्ली, 11 मई, 2009

का.अ. 1564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेयवेली लिग्नाइट कॉर्पोरेशन लि. के प्रबंधन के संबद्ध निकोवकों और उनके कामेकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम के अन्तर्गत, चेन्नई के पंचाट (सर्व संख्या 67/2002) को प्रस्तुत करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-29011/13/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 11th May, 2009

S.O.1564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Neyveli Lignite Corporation Ltd. and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-29011/13/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Monday, the 20th April, 2009

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 67/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Ltd. and their Workman)

BETWEEN

The General Secretary
NLC United Workers Union
D-13, Mahatma Gandhi Road
Block-24
Neyveli-607801.

1st Party/Petitioner

Vs.

The Director
Neyveli Lignite Corporation Ltd.

IInd Party/Respondent

APPEARANCES

For the Petitioner : Sri D. Hariparanthaman

For the Management : Sri N.A. K. Sarma

AWARD

The Central Government, Ministry of Labour vide Order No. L-29011/13/2002-IR(M), dated 18th July, 2002 has referred the dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether there was any violation of the settlement dated 18-05-1995 as alleged by the NLC United Workers Union? If so, to what relief the workmen are entitled?"

2. The reference was taken on file as ID 67/2002. Pursuant to notice, both the parties entered appearance and filed their claim statement and counter statement as the case may be.

3. The averments in the Claim Statement, in a nutshell, are as follows:—

The Respondent Management employs about 15000 regular workmen and 7000 contract labourers through various individual contractors and about 2000 contract labourers who are members of the Indco-Serve Cooperative Society. The Respondent, started employing contract labourers after 1960 without break though the contractors were changed in the same work place. Neyveli Lignite Corporation Industrial Cooperative Society shortly called Indco-serve Society was formed for the benefit of contract labourers in 1990. The erstwhile contract labourers were made members thereof. In the meantime they had already put in continuous service for about 10 years. Pursuant to repeated demands by the contract workmen to the Respondent to regularize their services, a settlement dated 18-05-1995 under Section-12(3) of the ID Act was entered into agreeing to regularize the contract labourers within 5 years in a phased manner. Accordingly, 774 workers were regularized by 1996 and 760 workmen in 1997. 2000 employees selected after interview during 1999 were not regularized. Thereupon an Industrial Dispute was raised which was eventually referred by Government of India to this Tribunal. While so, the Respondent regularized 918 contract workers leaving the remaining workers in the status-quo ante. This is contrary to the settlement dated 18-05-1995. There are large number of vacancies of permanent workmen. About 2000 contract workmen have not so far been regularized. They are doing the same work of permanent workmen who get Rs. 9,000/- as salary per mensem in the minimum whereas contract labourers are getting only Rs. 3,000/- as salary per mensem. It is unjust, arbitrary and colourable exercise of powers. It is violative of doctrine of equal pay for equal work and violative of article 14 and 39 (d) of the Constitution and Rule-25(V)(a) of Contract Labour Central Rules. It is again an unfair labour practice within Section-2(R)(a) read with Item-13 of the V Schedule of the Industrial Dispute Act. It is again prohibited under Section-T and an offence under Section-25U and Section-29 of the ID Act. It is prayed that an award may be passed holding the action violative of the

settlement dated 18-05-1995 and to direct the Respondent to regularize the remaining contract workmen with all consequential benefits and arrears.

4. The Respondent in the Counter filed raised the contentions, a precis of which is as follows:

The Petitioner Union has no locus standi to file the Industrial Dispute. To meet the contingent needs there was a practice of employing contract labour which practice had many pitfalls. An Industrial Cooperative Society by name NLC Industrial Cooperative Society referred to as Indco-Serve Society was formed in 1983. It was to take and execute different items of work entrusted by NLC. Thereupon the requirement of contract labour came down substantially. Pursuant to High Court order dated 12-02-2001 in WP No. 2551/1999 in a secret ballot held on 19-03-2001 the NLC Workers Progressive Union emerged as the largest representative union and is the sole recognized union. The settlement entered on 18-05-1995 specifically stated the requirement of qualifications, length of service in Indco-Serve subject to a test and selection. The Respondent identified 777 workmen on the basis of fixed norms and absorbed them in 1996 in the first phase. For the second, third and fourth phases also norms were fixed and 721 Indco-Serve workmen were absorbed in 1997 and in third and fourth phases out of 2000 interviewed candidates, 1190 have been absorbed. A total of 2,688 have already been absorbed by the fourth phase. There is nothing to show that the Petitioner Union is representative of Indco-Serve members or acting under it. It is not correct to say that all Indco-Serve workers have a right to be regularized. The settlement contemplated only absorption in stages and on conditions. The claim of the Petitioner Union is misconceived. The settlement covers only Indco-Serve workers deployed to NLC only. For operational reasons, B and C Units and Fertilizer Units have become defunct from April 2001. Contract workers are not engaged for regular work. Contract workers cannot claim continuity of service for service rendered under the Contractor. Indco-Serve workers do not work continuously. The settlement under Section-12(3) does not contemplate automatic absorption of all the Indco-Serve workmen. There is no violation of settlement terms. The Respondent had been absorbing Indco-Serve workmen in the past years in terms of the settlement. Being contract workers, their wages are different from regular workmen. There has been no unfair labour practice or violation of any statutory provision. The Respondent has not violated the settlement. The workmen are not entitled to any relief and the reference may be answered against the petitioner union.

5. The points for consideration are :

- (i) Whether there was any violation of the settlement dated 18-05-1995 as alleged by the Petitioner Union ?
- (ii) If so, to what relief the workmen are entitled ?

Point No. 1

6. On the side of the Petitioner Union, WW1 was examined in Chief and in part. Ex.W1 to Ex.W4 were marked. On the side of the Respondent, MW1 was examined and Ex.M1 to Ex.M4 were marked.

7. While the matter stood pending for further enquiry, petitioner's counsel stated that the matter may be closed for the present and liberty may be given to file a fresh Industrial Dispute. The counsel for the petitioner thereafter filed a memo not pressing the ID reserving liberty to get the benefit of order in WP No. 8/1996 and WA No. 2045 and 2529/2002 subject to the result of SLP filed by the second party before the Hon'ble Supreme Court against the order dated 16-02-2008 in the above Writ Appeals.

8. The learned counsel for the Respondent arguing on the merits contended that there is no violation of the settlement. He further pointed out that the Petitioner Union is not a party in the SLP or in the Writ Petitions. He continued to argue that reliefs sought for in the reference and in the Writ Petition and Writ Appeals are different. According to him, petitioner has abandoned the claim and they are virtually not entitled to any relief and it is therefore that they have not pressed their claim. So the present claim of the Petitioner Union is only to be dismissed, he argued further.

9. On behalf of the petitioner, WW1 was examined in Chief in part who did not turn up thereafter for the continued examination in chief or for cross-examination. On the Respondent's side MW1 has been examined. The Petitioner Union has not proved that they are entitled to the claim made in the Claim Statement. It has not adduced the whole of the evidence. Their claim is to close the Industrial Dispute as not pressed. It is with liberty to get the benefit of order in WP No. 8/1996 and WA Nos. 2045 and 2529/2002. That is not a question germane for consideration in this reference. The petitioner has not vigilantly prosecuted their claim. Evidence was adduced only in part. They have not adduced evidence in whole. WW1 was examined in part. He did not turn up thereafter and has left the matter not prosecuted further leaving no worthy evidence.

Therefore, I am to hold that there is no violation of the settlement dated 18-05-1995 as alleged by the NLC United Workers Union and, hence, the reference is answered in favour of the Respondent.

10. The liberty to get the benefit, if any of order in WP No. 8/96 and WA Nos. 2045 and 2529/2002 claimed by the Petitioner Union has to be under a separate action contingent on the supervision of an order in favour of the petitioners therein and on proof of the very fact and that in law the benefits therein accruing to them are also to be extended to the petitioner herein in a proper adjudication. If the petitioner succeeds in making out a proper case there is no reason why petitioner has no right to reserve the liberty to sue for such benefits since technical rules of resjudicata or estoppels etc. are not always relevant in industrial adjudication which are

particularly not to be applied since the award herein passed is not after a full-fledged enquiry.

Point No. 2

11. Resultantly, the Petitioner Union is not entitled to any relief.

12. The reference is answered as above.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2009).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : WW1, Sri P. Kuppuswamy

For the II Party/Management : MW1, Sri N. Muthu

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	10-11-1999	Copy of the Industrial Dispute raised by the 1st Party before the Asstt. Labour Commissioner.
Ex.W2	30-08-2000	Remark filed by the 2nd Party.
Ex.W3	11-12-2000	Counter filed by the 2nd Party.
Ex.W4	18-07-2002	Failure Report.

On the Management's side

Ex. No.	Date	Description
Ex.M1	18-05-1995	Section-12(3) Settlement.
Ex.M2	23-03-2001	Letter of Regional Labour Commissioner (Central), Chennai.
Ex.M3	15-05-2002	Order of the High Court, Madras in WP No. 8 of 1996.
Ex.M4	05-07-2002	Order of Interim Stay granted by the I-Bench of High Court, Madras in WA No. 2045/2002.
	24-09-2002	Order of Interim Stay granted by the I-Bench of High Court, Madras in WA No. 2529/2002.

नई दिल्ली, 11 मई, 2009

का.आ. 1565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/28/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-30012/2/2003-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/28/2003) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 11-5-2009.

[No. L-30012/2/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/28 of 2003

Employers in relation to the management of Hindustan Petroleum Corporation Ltd.

The Chief Installation Manager
Hindustan Petroleum Corporation Ltd.
Lube Plant-I, Haybunder Road
Mumbai-400033.

AND

Their Workman
Shri B. B. Yadav
Navneet Nagar
Chawl No. 2, Room No. 5
Near Birla College, Kalyan,
Distt. Thane

APPEARANCES

For the Employer : Mr. A.G. Nagvekar, Advocate

For the Workman : Mr. J.H. Sawant, Advocate

Mumbai, dated 12th March, 2009

AWARD PART-I

The Government of India, Ministry of Labour by its Order No. L-30012/2/2003- IR(M) dated 21-05-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Hindustan Petroleum Corporation Ltd., Lube Plant No.1, Mazagaon, Mumbai by illegally terminating the services of Sh. B.B.Yadav w.e.f. 04-04-2002 is justified? If not, what relief the workman Shri B. B. Yadav is entitled to?"

2. Claim statement is filed by the concerned workman at Ex-7 stating that, he was employed by first party w.e.f. 30-07-1984 in the capacity of General Workman. Due to some problems, he unable to report on duty from 1993. First party issued charge sheet dated 31-08-1998 about said absenteeism. Second party replied the said charge sheet by letter dated 03-10-1998 informing management about the circumstances in which he was compelled to remain absent. He states that, his mother and wife were sick. Nobody was in the house to look after them. He had to take them to the Doctor. Even he informed that fact to management and requested to consider the situation. Even he submitted medical certificates. However said was not considered by Inquiry Officer and he was declared absent unauthorisedly. So he prayed that, decision given by first party of dismissal for said absenteeism be quashed and set aside with direction to first party to reinstate him.

3. This is opposed by the first party by filing written statement Ex-8 stating that, first party HPCL is a Government of India undertaking, coming under the administrative jurisdiction of Ministry of Petroleum and Natural Gas. First party is engaged in refining of crude oil and marketing/distribution of various petroleum products. First party has its Headquarters Office at Petroleum House, 17, J. Tata Road, Mumbai and marketing Headquarters Office at Hindustan Bhavan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai-I. First party has its refineries at Mumbai and Vishakhapatnam, Zonal Offices at four metro cities and regional offices, terminals and various offices all over India. First party has one of its terminals at Mazagaon known as Mazagaon Terminal where concerned workman was engaged.

4. It is stated by first party that, second party was appointed as workman in 1984 and was posted at Lube Plant II at Hay Bunder, Mazagaon. It is stated that, he was irregular in attending his duties and was remaining unauthorisedly absent. He was advised several times to improve his attendance but no improvement was shown. He was unauthorisedly absent from duty from January 1993 to July 1998 for a period of 612 days. He was served with charge sheet for said absenteeism. The representation given by concerned workman which was not satisfactory, charge of willful insubordination or disobedience was leveled against concerned workman under clause 31 (1) and habitual absenteeism under clause 31 (7) was leveled as per standing orders. Enquiry was conducted by giving full opportunity. One Shri M.N. Desai, was appointed as Inquiry Officer and then by R.N. Pyde. After considering the evidence and admission given by concerned workman about absenteeism, Inquiry Officer observed charge of absenteeism proved. Considering the same, first party gave punishment of dismissal. According to First party, said action taken against second party is just and proper and does not require any interference. So it is submitted that, dispute raised be rejected.

5. No rejoinder was filed by second party.

6. In view of above pleadings, issues were framed at Ex-14 which is answered as follows:

Issue	Finding
(ii) Is findings perverse?	No.

Reasons

7. Second party made out case that, for remaining absent for 612 days between January 1993 to July 1998, he was dismissed from employment. His explanation was not considered. So it is his case that said decision is not just and proper. Whereas case of first party is that, giving full opportunity, enquiry was conducted and Inquiry Officer observed concerned workman guilty of the charge of absenteeism.

8. No evidence is lead by both sides on the point of enquiry and perversity of findings at the time of deciding part-I award.

9. In the claim statement, enquiry is not challenged by concerned workman. However finding is. So issue No. 1 on fairness of enquiry is deleted and in this part- I award, I am concentrating on findings of Inquiry Officer which is somewhere challenged in claim statement by second party.

10. In that light, if we go though enquiry proceedings filed by first party with Ex-13, we find Inquiry Officer was appointed who conducted enquiry on number of dates. First sitting was on 27-03-1999, second sitting was on 15-04-1999 where it appears charge was explained to concerned workman. Further date of enquiry was 22-04-1999. Then it was postponed to 06-05-1999 and was opened on 20-05-1999 where Inquiry Officer asked concerned workman to provide proof about his unauthorised absenteeism and opportunity was given to him by giving date. Then enquiry was fixed on 17-6-1999 on which concerned workman explained that, he has no evidence to explain reason of absenteeism. Even he was asked on next date i.e. 22-06-1999, 11-08-1999 to justify his absenteeism. On next date i.e. 24-08-1999 concerned workman admitted charge of unauthorized absenteeism and requested to show sympathy and requested to take lenient view. Considering the admission of concerned workman, Inquiry Officer concluded enquiry and observed concerned workman is guilty of charge of unauthorised absenteeism. He had given his finding on 21-02-2000.

11. So evidence placed on record reveals that, enquiry was conducted in which concerned workman appeared and he was represented by defence counsel. It also reveals that, concerned workman admitted charge of unauthorized absenteeism. When he accepts the charge of unauthorised absenteeism and when charge of unauthorised absenteeism was levelled, on which nothing was stated by concerned workman, one has to observe

that, absenteeism of concerned workman was without intimation and without authorisation.

12. Besides, it is not the case of second party that, he applied on such and such date. Even it is not his case that, he submitted medical certificate in the enquiry which was not considered by Inquiry Officer. Beside it is not his case that, though he produced documents in the enquiry about absenteeism, about sickness of his mother and wife, still it was not considered by Inquiry Officer. So when no any type of evidence was laid and case is made out about absenteeism and about reason behind absenteeism or on decision taken by the management in treating said absenteeism unauthorisedly, I am of the view that, decision given by the Inquiry Officer holding concerned workman remained absent unauthorisedly does not require interference.

13. It is pertinent to note that, no any evidence lead by concerned workman even before this Tribunal though he had opportunity to do so to justify this absenteeism. Even he did not file rejoinder. He filed "no evidence" pursuant Ex-16 informing that, he does not want to lead evidence on preliminary issues. Issues of fairness of enquiry and perversity of findings were treated as preliminary issues on which no evidence is lead. Infact enquiry is not challenged. So I deleted issue of fairness of inquiry and kept alive issue of perversity of findings.

14. However, evidence discussed above reveals that, decision of inquiry officer is just and proper where he observed charge of unauthorised absenteeism is proved against concerned workman. So I answer this issue to that effect and observe findings not perverse. Hence the order:

ORDER

- (1) I observe, findings not perverse.
- (2) I direct both parties to participate in the reference on the point of quantum of punishment.

Date: 12-03-2009

A. A. LAD, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.अ. 1566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ट्रान्स्कोर टाईटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोक्कों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, इरुक्कुलम के पंचाट (संदर्भ संख्या 152/2006) को प्रकटित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-29012/65/1999-आईआर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-29012/65/1999-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer
(Friday the 3rd day of April, 2009/13th Chaitra, 1931)

I.D. No. 152/2006

(I.D. 57/1999 of Industrial Tribunal, Kollam)

Union : The General Secretary,
Titanium Canteen General Workers-
Union, Ambasa Veedu,
Kandlakom P.O.,
Trivandrum-695 007.

(In Person)

Management : The Managing Director,
Travancore Titanium Products Ltd.,
Titanium P.O.,
Trivandrum-695 021

(In Person)

This case coming up for hearing on 25-3-2009, this Tribunal-cum-Labour Court on 3-4-2009 passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act, 1947. The reference is :

"Whether the action of the management of Travancore Titanium Products Ltd., Trivandrum in terminating the services of 40 contract canteen workers (listed in Annexure A) w.e.f. 27-09-1996 is justified? If not, to what relief the workmen are entitled?"

2. The facts in a nutshell are as follows:— According to the union 40 of its members were working in the canteen of Travancore Titanium Products Ltd., Trivandrum. It is a factory defined under Factories Act and is owned by Kerala Government. A statutory canteen is run by the company

through a canteen committee consisting of representatives of employees and management. About 92 workers are working in the canteen, of which 50 are regular employees. The 40 union members were working for 9 years continuously. However they were not given proper wages. Hence the union raised a dispute and parties were called for a conciliation by the Assistant Labour Commissioner. On the previous day of conciliation the 40 workmen were retrenched. They were not contract labour as alleged by the company. The so called contract is a sham contract. They were working as employees of the company. They were controlled and supervised by the company. There is employer - employee relationship between the parties. The workers are entitled to be reinstated with back wages and other attendant benefits.

3. According to the management Travancore Titanium Products Ltd. is a controlled industry owned by State Government. The company is running a canteen and its employees are recruited through Employment Exchange/ paper advertisement. 30% of unskilled canteen workers are selected from among persons in the locality who have lost their homes due to acquisition of the land for the company. They are regular canteen employees. The company also take contract labour for the canteen. Such labourers are employed by the contractor and paid by the contractor. The company has no control over them. There is no employer-employee relationship between such workers and the company. There was a notification in 1995 inviting applications for 15 fresh categories of unskilled labour including Canteen Mazdoor Grade-II and Assistant Cook. None of the members of the union got selected in the recruitment. Now they are trying to get employment through back door. The remedy of the workers, if any, is against the contractor. The company has registration under Contract Labour (Regulation & Abolition) Act. The workers in this case were members of a society by name 'Father Clapham Charitable Society' and that society had applied for labour contract for supply of labourers to the canteen. The contract was given to the society. Many of the workers in this dispute are even now working under the society. The union is incompetent to raise the dispute as it is not a recognised union. Whenever there is shortage of regular hands in the canteen contract workers are engaged temporarily. The company has not terminated the service of any worker. The company denies that everyday about 92 workers are engaged in the canteen and out of them 40 are contract workers. The management denies engagement of these workers continuously from 1987 to 1996. It is also denied that more than 50 vacancies had arisen in the canteen and that the contract is a sham one. The workers are not entitled for any relief.

4. In the light of the above contentions the points that arise for consideration are:

1. Whether the 40 union members were contract workers?
2. Is the contract sham?
3. Is the termination of service legal?
4. To what relief the workers are entitled?

The evidence consists of the oral testimony of WWs. 1 to 3 and documentary evidence of Exts. W1 to 20 on the side of the union and MW1 and Exts. M1 to M-23 on the side of the management.

5. Point No. 1: The very reference is that the 40 workers mentioned in the annexure to the reference are contract workers and the question to be decided is whether their termination is legal or not. It is relevant to note that the union is cautiously silent about the status of 40 workers at the time they joined the service of the canteen. It is in para 17 of the claim statement that for the first time in the pleadings there is an indication that workers joined service as contract workers. It is alleged in para 17 (repeated para 17) that the contract is a sham one. The workers were supervised and controlled by the management directly and the contractor had no role in it. There is employer-employee relationship between the management and the workers. There is also a contention in para 17 (first mentioned para 17) that the union members were working continuously for 9 years in the canteen and they acquired the status of permanent employees. But the management has a specific contention that whenever there was shortage of regular employees contract labour were engaged temporarily. It is also pleaded in the written statement by the management that there is registration for engaging contract labour as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970 (for short, CLRA Act). The management denies master-servant relationship between the parties.

Ext. M 6: belie the whole contention of the union that the 40 workers were employed by the company and treated as direct employees of the company. Ext. M6 is a representation of the union submitted to the company on 14-09-1996. The very opening sentence is that the union members were working in the canteen on contract basis for daily wage. They were not getting the benefits of PF, leave benefits etc. The daily wage they were getting was Rs. 54 per day. It is also stated that the company was recruiting regular employees. Though the union members appeared for the test their experience in the canteen for a long time was not counted by the management and they were under threat of termination. They also made a request to reserve 25% of the vacancy to the union members who were working as contract workers in the canteen and appoint them. Ext. M-7 is a petition submitted to Assistant Labour Commissioner on 11-8-1998 stating that all members of the petitioner union were casual contract labourers working in the canteen run by the management company from 1987 till their retrenchment on 27-9-1996. It is alleged that when recruitment was conducted and 33 persons were selected none of the union members were considered for appointment. Union prays for declaring the termination illegal and giving benefits due to contract casual labourers including PF, ESI, Bonus etc. with retrospective effect and to reserve 10% of vacancy to union members in permanent employment in the company. These representations and contention in para 17 of the claim

statement show that the union members joined the service in canteen as contract labour.

7. Point No.2: It is contended by the union that there is no genuine contract and the alleged contract is a sham one. There is no registration under CLRA Act and the names of licensed contractors are not disclosed. Agreements between contractors and the company are also not produced. The management in their written statement contend that the company is having registration under CLRA Act for the purpose of engaging contractor for carrying out different categories of work including canteen work. It is relevant to note that unlike submitted by the union there is not even a whisper in the claim statement that the company has no registration under CLRA Act. It is in reply to Para 8 of the written statement that the union contends for the first time that the management has to prove that there is registration (para 8 of the replication). Even then they do not specifically deny that there is registration. But in para 5 of the replication it is stated that there is only one registered contractor in the company. WW1 the former President of the union does not say anything about the registration under CLRA Act. WW2 one of the workers does not deny that there is registration. Ext. M8 is the certificate of registration with a covering letter of Assistant Labour Commissioner C Trivandrum. The certificate is seen issued on 30-06-1975. The nature of worker in which contract labour is employed or is to be employed is shown as construction work, loading and unloading of materials etc. It is argued by the union that canteen work is not a category registered under CLRA Act. On the other hand the management submits that the schedule submitted by the management for the purpose of registration regarding different categories will show that it includes canteen work also. However the schedule is not attached to Ext.M8. Ext.M8 shows that there is registration under the Act. But assuming that the registration does not cover canteen work and the management still engage contract labour for canteen work, the contract does not cease to become genuine by reason of absence of registration. Violation of S.7 will attract only penal consequences mentioned in S.23 and 25 of the Act. Ext. W-17 is an application of the union for information under Right to Information Act submitted to the Public Information Officer of the company. Ext. W-14 is the information supplied by the Chief Information Officer. Item No.10 in Ext.W-14 shows that from 1987 there were 30 registered contractors in the company for taking up petty contract work from the company. The union contends that there is no provision for petty contract under the Act. There is no prohibition under the Act for giving petty contracts or large contracts. Once registration is there under S.7 of the Act and contractors have license under S.12 of the Act any type of contract can be given by the company. Adjudication is made on the basis of the pleadings of

the parties. In the absence of specific denial in the claim statement of the union that there is registration under CLRA Act and in view of the information supplied by the officer under Right to Information Act that there are 30 registered contractors in the company and in the light of Ext. M6 & M-10 representations of the union to the company, Ext.M7 statement submitted to Assistant Labour Commissioner C and Ext.M9 request of union for contract work in the canteen the contention of the union that there is no registration under CLRA Act that there are no licensed contractors and therefore the contract is sham, is unsustainable.

8. To say that the contract is sham it is essential to prove the employer-employee relationship. Even to call an employee as 'workman' within the definition of S.2(a) of I.D.Act the employer-employee relationship has to be established. The burden is on the worker to prove the relationship. But it appears that the union is trying to cast the burden on the management saying that the management has not produced records like list of licensed contractors, account books showing payment of wages, records of contribution to PF, ESI etc. regarding the workers In this case. Since the union has admitted in their representations, Exts.M6 and 7 that they entered service of the company as contract labour it is for the union to prove that notwithstanding the entry into service through contractor the workers were treated by the management as their own employees throughout. It is thereafter that the turn of the management to disprove the relationship will arise. In order to prove the master-servant relationship many things are to be established. The union has to show that the wages were paid by the management, supervision and control were exercised by the management, the disciplinary authority is the management, attendance was marked in the records of the management etc. There is no record to show as to who had paid wages to the 40 workers. According to WW 1 the former President of the union one of the workers used to receive from the company wages on behalf of all and distribute it to all. This cannot happen in a public sector undertaking like Travancore Titanium Products Ltd. Direct employees of the company whether they are regular, casual or temporary each one of them will have to sign and get their wages. The procedure mentioned by WW1 is strange so far as direct employees are concerned. The management denies that the union members are their employees. According to them the contractor pay wages to the contract workers and the company does not maintain any record regarding contract workers. WW2 one of the workers says that after termination of his service he is working under contractors since 2002. He had thus worked under 10-12 contractors up to 2008 and he was paid by the contractors. He does not say anything about the payment of wages during the period from 1987 to 1996 which is the disputed period. Thus

the union has failed to prove the essential ingredients to establish employer-employee relationship between the company and the workers.

9. It is not enough to plead that the workers were supervised and controlled by the company. In the claim statement there is only a general pleading in para 17. But no specifics like who or which officer of the company was supervising or giving directions and regarding what all matters directions were given etc. are not pleaded in the claim statement. There is equally no oral evidence regarding the manner in which they were supervised and controlled and the officers who did it. When MWI was in the box nothing was asked by the union about the supervision and control. Thus the contention of the union remain in the realm of mere contention.

10. Regarding the disciplinary authority there is neither pleading nor evidence. No instances of disciplinary action, if any is mentioned either by WW1 or WW2. It is not even alleged that the disciplinary authority is the company.

11. If the workers were the company employees then there should be attendance register both for regular employees and separate register for casual employees. What is produced before this court by the union regarding attendance is Exts.W-11 to 13. But they relate to the period 2005 only. They also do not show which worker attended on which date noted in the documents. When these documents were shown to WW 1 he said that the workers' names cannot be made out from these documents. Even otherwise they do not relate to the disputed period, 1987 to 1996. According to the management they do not record the attendance of contract labour and hence they do not have attendance records.

12. However the union banks on medical certificates, Exts. W2 to 9 issued to some of the workers by medical officer and certifying surgeon of the company in the year 1995. According to the union every year the factory has to subject canteen employees to medical examination as per rule 96-A of Kerala Factories Rules, 1947. The fact that such examination was conducted in the year 1995 indicates that the workers are employees of the management and not contract labour. Rule 96-A of Kerala Factories Rules reads:

"Annual medical examination for fitness of each member of the canteen staff who handles food stuffs shall be carried out by the factory medical officer or the certifying surgeon which should include the following:

- (i) Routine blood examination.
- (ii) Routine and bacteriological testing of faeces and urine for germs of dysentery and typhoid.
- (iii) Any other examination including Chest, X-ray that may be considered necessary by the factory medical officer or the certifying surgeons.

Any person who in the opinion of the factory medical officer or the certifying surgeon is unsuitable for employment on account of possible risk to the health of others shall not be employed as canteen staff.

Workers who have any skin sores must not be allowed to work".

13. The provision does not say that whoever is examined by the medical officer of the factory is a regular employee or a casual employee of the factory. It only says that all the canteen staff who handle food stuffs should undergo medical examination every year. Therefore even if one of the workers of the canteen is a contract worker and if he handles foodstuffs a medical certificate to the effect that he is medically fit, is necessary. MWI has given evidence that medical examination is necessary only for those who handle food stuffs. According to him the cooks and assistants handle foodstuffs and they alone require such certificates but not the suppliers, who have no contact with food stuffs. It is the case with contract labour also.

14. Ext.W.16 is an application of the union for information under Right to Information Act submitted to the Public Information Officer, office of the Joint Director of Factories and Boilers Department. The information sought are whether canteen staff were examined by certifying surgeon for the year 1996 and if so to prove their names and addresses. Regarding the same information is also sought for the period 2007. Ext.W-15 is the reply to Ext.W-16. The reply is that during the year 1996 examination was conducted in respect of 3 factories. They do not include the management factory. Regarding the year 2007 the reply is that no medical examination of the canteen workers of any factory was conducted. Hence Exts. W2 to 9 certificates cannot be a piece of evidence to show the status of workers herein i.e. whether they were contract labour or direct employees of the company.

15. Ext.W-18 is a letter from Enforcement Officer of EPF to the management stating that a complaint was received from the union regarding non enrolment of 45 temporary casual employees of the canteen. The company was asked to enroll the employees in Employment Provident Fund and pay arrears of contribution. Ext. W-19 is a letter from Regional Provident Fund Commissioner to the company asking the company to enroll the names of 45 employees whose list is Ex. W-20 to EPF and submit returns. Ext.W-20 contains names and details of eligibility to GPF. This does not mean that by reason of enrolment to EPF the employees become employees of the company. Even contract labour is covered by Employees' Provident Funds and (Miscellaneous Provisions) Act (S-2 (f) (i). The employer has to pay contribution to EPF. If contractor is the employer he is liable to pay contribution failing which the principal employer has to pay. Therefore, payment of contributions to EPF is no

criterion to say that employees are workers of the company. Ext.M-23 is return of contributions of contract employees to Employees' State Insurance Corporation in respect of various periods from 1997 to 2007. They do not relate to the disputed period 1987—1996. It is printed at the top of Ext.M-23 that return is regarding employees under contractors. As per S-40 of Employees' State Insurance Act the principal employer has to pay contributions to ESI in the first instance even in case of contract employees. Therefore the fact that contribution to EPF or ESI are paid by the principal employer does not mean that the employees are employees of the principal employer.

16. It was lastly contended by the union representative that the canteen is run under Section 46 of Factories Act which says that a factory having more than 250 workers should be provided with a canteen or canteens and hence it is a statutory canteen. It is submitted that the Hon'ble Supreme Court has held in *Parimal Chandra Raha Vs. Life Insurance Corporation of India* (AIR 1995-SC-1666) = (1995-II-LLJ 339), that workers employed in a statutory canteen are employees of the factory and the canteen is part of the main establishment. It is relevant to note that what is mentioned in *Parimal Chandra Raha's* case is that the employees of a statutory canteen are employees of the main establishment and not a separate category of employees of canteen. Therefore, to become employees of the main establishment they should be recruited according to the procedure as employees of the canteen. It has come out in the present case that the canteen employees are recruited through employment exchange/newspaper advertisement. There was such a notification in 1995 inviting applications for the posts of Canteen Mazdoors and Assistants and recruitment was conducted in 1996. Some of the workers too had applied for the test. But they did not come out successful in the test. Ext.M4 is copy of advertisement in newspaper for recruitment for the year 1995-96. MW1 says that out of the selected candidates 30 were employed as canteen staff in the year 1996. Had the workers in question been selected and appointed as canteen staff definitely they would have been employees of the company. But to say that contract labour working in a canteen by reason of their employment in a statutory canteen are employees of the company is unacceptable. Even a canteen committee does not become the employer of contract labour. So they are not regular or casual employees of the canteen, but only contract labour. A contract worker normally has no employer-employee relationship with the principal employer. It is for the union to plead and prove that the contract is not genuine and workers are actually treated by the company as its own employees. There is no such evidence and the union has miserably failed to prove that the contract is sham.

17. Point No.3:-According to the union 40 workers who are members of the union were terminated from

service on 26-9-1996. According to them they have been continuously working for 9 years. But, however, long contract labour work they do not become workmen as defined in S.2(s) of Industrial Disputes Act as there is no employer-employee relationship between them and the company. Once the contract comes to an end their work also comes to an end. Their employer is the contractor and not the company. It is incorrect to say that the management has terminated their service. It is done by the contractor. Hence there is no termination at all by the management much less illegal termination. Even if they have worked continuously for 240 days or more since they are not workmen within the definition of S.2(s) of I.D.Act they are not entitled even for the benefits under Section 25-F of I.D. Act.

18. Point No. 4 :—In the light of the above findings it follows that the workers are not entitled for any relief.

In the result an award is passed finding that there is no illegality in the termination of service of 40 contract canteen workers and they are not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 3rd day of April, 2009.

P. L. NORBERT, Presiding Officer

APPENDIX

Witnesses for the Union

WW-1	2-8-2007	Shri M.P. Sreedharan Nair.
WW-2	21-8-2007	Shri Unnikrishnan Nair K.
WW-3	6-10-2008	Shri C.Sankara Narayanan.

Witnesses for the Management

MW1	18-9-2007	Shri N.Sasikumaran Thampi
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Exhibits for the Union

W1	21-5-1980	Copy of Standing Orders of the Management-
W2		Copy of Medical Certificate in r/o Shri Unnikrishnan.
W3		Copy of Medical Certificate in r/o Shri Santhosh K.
W4		Copy of Medical Certificate in r/o Shri Shibu.
W5		Copy of Medical Certificate in r/o Shri A.Radhakrishnan.
W6		Copy of Medical Certificate in r/o Shri Gopakumar.
W7		Copy of Medical Certificate in r/o Shri Devapalan.
W8		Copy of Medical Certificate in r/o Shri Sreekumar B.S.
W9		Copy of Medical Certificate in r/o Shri Ouseph Rozario.

W10		Copy of Subordinate Service Rules of the Management.	M8	4-12-2006	Copy of Registration certificate with covering letter issued by Assistant Labour Commissioner (Central).
W11	1-11-2005	Copy of canteen daily attendance & Absenteeism sheet.			
W12	29-5-2005	Copy of canteen daily attendance & Absenteeism sheet.	M9	26-03-2002	Copy of letter issued by the President of Father Clopath Charitable Society to the Management.
W13	01-10-2005	Copy of canteen daily attendance & Absenteeism sheet.			
W14	13-06-2007	Copy of letter No. Legal/R3/R1-14/07 of the management.	M10	26-03-2002	Copy of letter from Titanium Canteen General Workers' Union to the Management.
W15	29-05-2007	Copy of letter No. G/230/07/12000 from the O/o Joint Director of Factories & Boilers (Medical) Thiruvananthapuram.	M11	10-04-2002	Copy of judgment in O.P.No. 9870 of 2002 (y) of Hon'ble High Court of Kerala.
W16	14-05-2007	Copy of the application from Shri V.Pratapachandran to the Office of the Joint Director of Factories & Boilers Dept. for the information under Right to Information Act, 2005.	M12	09-07-2002	Copy of letter No. MD/OP No. 9870/352/2002 from the Management to the Titanium Canteen General Workers Union.
W17	14-05-2007	Copy of the application from Shri V.Pratapachandran to the PRO Travancore Titanium Products, Trivandrum under Right to Information Act, 2005.	M13	27-12-2004	Copy of letter from Shri B.S. Sreekumar to the Chief Minister of Kerala.
W18	30-09-1996	Letter No. KR/TM/167/ED-111/96 from the Enforcement Officer, O/o the Regional Commissioner, Employees Provident Fund, Thiruvananthapuram, Kerala.	M14	31-07-2004	Copy of letter of the Management regarding the list of petty contractors registered as on 30-07-2004.
W19	22-10-1996	Letter No. KR/167/GF/ (1)/96/3789A from the Office of the Regional Provident Fund Commissioner to the Managing Director, Titanium Products Ltd.	M15	30-07-2004	Copy of contractor (Petty) Registration Form from Shri B.S. Sreekumar.
W20	Nil	Details of eligible employees relating to Titanium Canteen to EPF.	M16	series	Copy of Petty Contract Workers salary statement from 01-04-2006 to 30-04-2006 & 01-04-2006 to 31-05-2006.
Exhibits for the Management:					
M1	30-04-1999	Subordinate Service Rules of the Management.	M17	19-07-2002	Copy of letter from Father Clopath Charitable Society to the management.
M2	21-09-1973	Copy of Managing Director's Order No. 022/73.	M18	13-05-2004	Copy of Notice regarding medical examination of employees.
M3	28-02-1992	Copy of Circular of Planning & Economic Affairs (BPE) Department.	M19	01-07-2005	Copy of Notice regarding medical examination of employees.
M4	2-01-1995	Copy of relevant page of Newspaper (Mathrubhumi).	M20	27-07-2006	Copy of Notice regarding medical examination of employees.
M5	10-01-1995	Copy of relevant page of Newspaper (Mathrubhumi).	M21	23-07-2007	Copy of periodical Medical examination report from the Chief Medical Officer, Travancore Titanium Products, Thiruvananthapuram.
M6	14-09-1996	Copy of letter from the General Secretary, Titanium Canteen General Workers Union, Trivandrum.	M22	04-01-2006	Copy of representation submitted to Labour Minister by Titanium Canteen General Workers' Union.
M7	11-08-1998	Copy of petition submitted to the Assistant Labour Commissioner @ Thiruvananthapuram by General Secretary of Union.	M23	15-05-1998	Copy of Return of contributions to ESI Corporation by the management.

नई दिल्ली, 11 मई, 2009

का.आ.1567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या-12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-30012/62/2005-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.12/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H.P.C.L. and their workman, which was received by the Central Government on 11-5-2009.

[No. L-30012/62/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present :Sri R. G. Shukla.

I. D. No. 12 of 2006

Bhullan Singh

Vs.

1. The Director (HRI), Hindustan Petroleum, House No. 17, Jain Shedji Tata Road, Church Gate, Mumbai.

2. Senior Regional Manager, M/s Hindustan Petroleum Corporation Ltd., Near Mathura Refinery, Mathura.

AWARD

The Central Govt. Ministry of Labour vide its letter No. L-30012/62/2005-IR(M) dated 23-01-2006 sent following reference to this court:

"Whether the action of Management of M/s HPCL Mathura/Mumbai in terminating the services of the workman Shri Bhullan Singh (Driver) w.e.f. 16-12-2002 is legal and/justified? if not, to what relief the workman concerned is entitled to?"

2. After receiving the above reference the office registered a industrial dispute numbering I.D. No.12/2006 and notices to both sides were sent. The workman appeared in response to the notice sent to him and filed his claim statement (Paper Nos. 4/1 to 4/8).

3. In the claim statement the workman has stated that he is a semiilliterate Driver having licence No. B-20/87 dated 10-12-1987 thereby having experience of 19 years. He was employed by the management O.P. No. 2

as driver in the year 1996 at the rate of Rs. 2500 p.m. Due to honest, sincere and hard work his pay was raised to Rs. 2600 p.m. in year 1998 and to Rs. 2800 p.m. in year 2000. He attended his duties daily and driven the car of the officers of the corporation from 9 a.m. to 7 p.m. daily.

4. That the workman had taken delivery of corporation's car from M/s Excel Motors, New Delhi on 31-08-96 as driver of the corporation. He has taken out the car from security and rendered his services. In the register of security staff his name is clearly mentioned as driver of the corporation while driving the car the workman himself got petrol filled from M/s Universal Stores Petrol Pump, Hariparwat, Agra as well as M/s Seth and sons, Pratap Pura Agra, on credit slips signed and issued by the then officers of the corporation.

5. That during the course of employment the workman had filled the "Log Book" of employer's car No. UP 80-K/6194 which were countersigned by the then officer of the corporation.

6. That the workman discharged his duties and got salary on aforesaid rate even on festivals and National Holidays.

7. That taking undue advantage of grave alarming situation of unemployment in the country, the management did not provide appointment letter, pay slips, identity card, leave card, full pay etc. to the workman. The management adopted dubious methods of denoting the workman as "tourist and travel agents". For this purpose the management himself got some bills, letter pads printed by name "Bhullan Singh (Tourist and Travel Agents) R/o 46/95/27, Laxmi Nagar, Behind Prabhu Talkies, Agra" and used to obtain so called bills for the driving work actually done by the workman. He never had any such business at the address given above. It is the address of the ancestral residence of joint family of workman and his brothers etc. This residence is situated in narrow street of undeveloped residential colony. It is alleged that the street is so narrow and rubbish that neither the car could enter nor any office could be run at the place.

8. That the management adopted unfair and unjustified device for depriving the workman, the status and privileges of regular workman and to abolish the work of regular nature being done by workman and to show it as a contracted work amounting to unfair labour practice under the Act. The management never informed the registering authority under Contract Labour (Regulation and Abolition) Act, 1970 about engaging so called contractor for driving car.

9. That such actions of the management were illegal unfair hence the relationship of Master and Servant continued throughout for all intents and purposes.

10. That meanwhile some similarly situated employees had filed cases for regularisation. Hence the management O.P. No. 2 asked the workman to sign some purchases orders for work which he was already doing under the threat of unemployment the management forced him to sign the so called purchases orders for

which nothing was sold or purchased between the parties.

11. That the workman continued to discharge his duties as usual till 16-12-2002, the management had not paid salary for period w.e.f. 16-10-2002 to 15-12-2002 and on demand the management orally terminated service of workman in the evening of 15-12-02 ordering not to attend duties from next day.

12. That the oral termination of the workman amounted to retrenchment as laid down in Industrial Disputes Act, 1947. The management also did not comply with sections 25(F) and (G) alongwith rules 76 & 77 of the said Act. Management has employed one Suresh to drive the car and provisions of section 25 (H) has not been complied with.

13. That the said retrenchment is illegal and liable to be set aside. The workman has prayed for his reinstatement with continuity of services with full back wages for 16-10-2002 to 15-12-2002.

14. The opposite parties have filed their written statement paper Nos. 10.1 to 10.5 against the above claim statement of the worker denying all the assertions made in the claim statement filed by the workman making following overments.

15. That the opposite party HPCL is a public sector corporation and its employees have got status of public servant. Its employees are employed from open door on basis of merit-cum-fitness in all respects, class IV employee like driver of a car should have passed S.S.C. class with light vehicle licence having four years driving experience. Whenever the corporation require the employee names are to be called from employment exchange.

16. It is further contended by the management in the written statement that the claimant was never employed according the above rules and no appointment letter and identification card was given to him.

17. That the claimant is carrying on business as tour and travel agent at Agra. In that course besides providing driver on contract for fixed period be used to offer himself for the same to prospective clients including opposite party corporation. It was in this capacity that the claimant had rendered service as driver intermittently with the opposite party as and when he was required to do so.

18. That for the last time, opposite party had issued quotation tender on 24-09-2002 for providing driver for the period between 16-10-2002 to 15-10-2003 the claimant had submitted his tender in response to above invitation. It was accepted by the opposite party vide purchase order dated 08-10-2002 for the period for 16-10-2002 to 15-10-2003. In compliance of this order the claimant rendered driver's services on contract for some period later on he made default and also because of the need of the car was reduced, the contract was put to an end.

19. That the claimant was not paid salary but whatever payment was made to him it was by way of remuneration for rendering services on the basis of contract.

20. That the action of the claimant in getting petrol filled in car bringing new vehicle from Delhi and making entries in log book would not clothe him with status of regular employee as all these acts in normal course are supposed to be performed by driver engaged on contract.

21. That the opposite party has denied to have engaged one Suresh as driver of the opposite party.

22. It is further stated that the claimant was neither employed nor removed from service question of compliance of sections 25(F), 25(G) and 25(H) of I.D. Act, 1947 does not arise.

23. That the claimant as well as the opposite filed the documents in support of their respective cases and oral evidence of Bhullan Singh as WW1 for the claimant and Amit Gupta as MW1 for the management was also recorded.

24. I have heard both the sides at length and carefully gone through the evidence oral as well as documentary evidence of both sides.

25. In the present case the only question which has to be determined is as to whether the claimant is an employee of the opposite party. The initial burden to prove that the claimant is the employee of the opposite party corporation lies upon the claimant himself. It is submitted by the claimant's representative that the corporation opposite party had recruited the claimant as regular driver in year 1996 for driving the car of the opposite party.

26. Bhullan Singh in his statement on oath before the court has stated that he did not move any application for the post but he was given oral appointment. He has also given details of work in handling the car. He has admitted in the cross-examination that his name was not sent by the employment exchange. He has further stated that he was getting salary every month but at the same time he has admitted his signatures on various cash bills filled by the opposite party corporation. It means the assertion of Bhullan Singh that he was getting salary every month is false because the cash receipts are in the form of bills for the work done by him and these bills are in the name of Bhullan Singh (Tourist and Travel Agent). In order to show that the corporation got their car driven by the drivers by contacting agencies who were dealing in the business of supplying drivers as and when required, various bills in original have been filed by the opposite party as pointed out above. Ex. M 1 to Ex. M 83 are the bills in the name of Bhullan Singh (Tourist and Travel Agent). In all these bills Bhullan Singh received payments in different amounts and he has admitted his signatures on these bills. Salary to a person is always paid in a pay scale and the amount remains fixed and annual increment is given to the person drawing salary but in the present case no such payment of salary has

been shown. The opposite party has filed contract form filled in October, 2002 by the claimant for providing drivers to the opposite party for a certain period and in that capacity the tender floated by Bhullan Singh as tourist and travel agent was accepted by the opposite Party and claimant offered himself to be a driver for driving car and in that capacity Bhullan Singh was driving the car of the opposite party. Merely because he was getting petrol filled in the car, making entries in the Log book and taking delivery of new car of the opposite party will not be possible to accept the version of the claimant that the opposite party had appointed him as regular car driver. The opposite party is a Public Sector Corporation. It has basic rules for getting any person employed in the corporation. These rules have been filed as paper nos. 22/2 to 22/53. In rule 7(1) of these rules the employment of non-management employee has to be made from calling name from employment exchange. Bhullan Singh in his cross examination has clearly admitted that his name was not sent by the employment exchange. He has not been able to give exact date of appointment and that appointment was only oral appointment. No appointment letter was issued. He was not given any identity card also. In such circumstance without following regular process of recruitment as provided in the recruitment rules of the corporation, any appointment made by any authority is illegal and such appointment is no appointment in the eyes of law. Moreover by admitting signatures and getting amounts mentioned work bills filed by the opposite party, his assertion regarding regular appointment has no legs to stand.

27. It is vehemently argued by the Ld. Representative of the workman that the above signatures on the bills were forcibly obtained by the opposite party and the same cannot be accepted in favour of the opposite party. It is pertinent to note that if these signatures were got obtained forcibly, the claimant ought to have complained to any authority or even police so that any resistance could have been shown at this stage. The reason for putting signatures by Bhullan Singh on the bills is not acceptable in as much these signatures have been made in Ex. M1 to Ex. M83 and he continued to receive payments and put his signatures on several revenue stamps and making no resistance at all will go to show that he was getting payments in the capacity alleged by the opposite party and anything suggested by the learned representative of the claimant against the same is not acceptable. An attempt to get cash book ledger and Balance sheet summoned from the management was made by the Claimant but in the teeth of Ex. M1 to Ex. M83 and admitted signatures on these documents, summoning of cash book and Balance sheet was of no use.

28. It is also argued by the learned representative of the opposite party that according to the Recruitment Rules for recruiting driver, his age should have been not more than 30 years at the time of appointment. According to Bhullan Singh he was given oral appointment in year 1996 where as per his admission he

was born on 1-1-1963. Thus he was overage at the time of his alleged oral appointment. The submission of the Ld. Representative of the management that no officer will appoint a person of over age at the risk of his own service and that too without following the procedure provided in Recruitment Rules has force. Further it has been pointed out that the claimant has not filed his original driving licence he has only filed its photocopy. He has also filed copy of insurance policy car battery, service car, car sale certificate and copy of pollution control certificates. These papers do not help him for establishing that he was given regular appointment by the opposite party corporation.

29. The opposite party by way of oral statement of its witness and also by proving the various bills signed by Bhullan Singh have successfully established the fact that Bhullan Singh was not their employee at all.

30. When there is no relationship between the opposite party corporation and the claimant as master and servant, no industrial dispute could be raised and as such the reference is bad in law.

31. Last but not the least according to Bhullan Singh his services were terminated on 15-12-2002 (as per claim statement) but in reference order this date has been mentioned as 16-12-2002. The claimant did not take pains to get this date rectified. In this situation also the reference is bad and it has to be rejected on this score also.

32. Under the above circumstances the above reference is hereby answered against the claimant. He is not the employee of the opposite party Corporation as such he is not entitled to any relief. Accordingly this award is given against the claimant.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ.1568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महालक्ष्मी इंडस्ट्रीयल कॉर्पोरेशन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय इन्क़ुलम के पंचाट (संख्या संख्या-57/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-30011/35/2005-आई आर(एम)]

कमल बाख़रू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.57/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mahalaxmi Industrial Corporation and their workman, which was received by the Central Government on 11-5-2009.

[No. L-30011/35/2005-IR(M)]

KAMAL BAKHRU, Desk Officer

**ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

**Present : Shri P.L.Norbert, B.A.; LL.B., Presiding
Officer**

(Wednesday the 22nd day of April, 2009/2nd
Vaisakha, 1931)

I. D. No. 57 of 2006

(I.D. No. 1/2006 of Labour Court, Kozhikode)

Union : The Secretary,
IOC Workers Co-ordination Committee
IOC Chelari Plant, Malappuram, Kerala.
By Adv. Sri Jacob Abraham.

Management : 1. The Proprietor,
Mahalaxmi Industrial Corporation,
112, Phase-I, GIDC Area,
Mehsana Gujarat.
2. Sh. Chelangat Pushparaj, Contractor
Indane Bottling Plant, M/s. IOCL
Chelari Plant, Malappuram, Kerala.
3. M/s. Chusma Taluka Sarvoday
Mazdoor Sahakari Mandli Urmi
Shopping Centre, New B.K. Cinema,
S.T. Workshop Road, Mehsana,
Gujarat

By Adv. Anil Kumar.

This case coming up for hearing on 22-4-2009, this
Tribunal-cum-Labour Court on the same day passed the
following :

AWARD

This is a reference made under Section 10(1)(d)
of Industrial Disputes Act. The reference is :

"Whether the industrial dispute raised by Indian
Oil Corporation Workers Co-ordination Committee
(Loading and Unloading of Bottling Plant, Chelari)
against the contractor engaged by IOC, Chelari
over the demands mentioned in 'Annexure A'
justified? If so, to what relief the concerned
workmen are entitled?"

2. On summons the union and 2nd management
entered appearance and filed their pleadings.
Managements 1 and 3 remained absent. However when
the case was posted for evidence and after prolonged
adjournments the union filed proof affidavit of their
witness. But the witness was absent for cross
examination by the management. Despite repeated
postings and positively for evidence of the union today
the union and its witness were absent. It has to be
presumed from the disinterested attitude of the union
that there is no existing dispute for adjudication. There
is no point in keeping the case pending indefinitely.

In the result, an award is passed finding that the
demands of the union mentioned in 'Annexure -A' to the
reference are unjustified and the workers are not entitled
for any relief.

The award will come into force one month after
its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed
and typed by her, corrected and passed by me on this
the 22nd day of April, 2009.

P. L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 11 मई, 2009

का.आ. 1569.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बामेबारी
मैंगनीज माईन्स आफ टिस्को लिमिटेड के प्रबंधन के संबद्ध नियोजकों
और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में
केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय भुवनेश्वर के
पंचाट (संदर्भ संख्या-36/2003) को प्रकाशित करती है, जो केन्द्रीय
सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-26012/5/2003-आई.आर.(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1569.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No.36/2003)
of the Central Government Industrial Tribunal-cum-Labour
Court, Bhubaneswar as shown in the Annexure in the
Industrial Dispute between the employers in relation to
the management of Bamebari Manganese Mines of TISCO
Ltd. and their workman, which was received by the
Central Government on 11-5-2009.

[No. L-26012/5/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

**Present : Shri N.K.R. Mohapatra, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.**

Industrial Dispute Case No. 36/2003

Date of Passing Award-3rd April, 2009

BETWEEN

The Management of the Manager,
Bamebari Manganese Mines of M/s. TISCO Ltd.,
At/P.O. Bamebari, Via: Joda, Orissa, Keonjhar.
1st Party-Management.

And

Their Workman Shri Ashok Kumar Ridhing,
At/PO Qrs. No. S/IRE-8, Joda, West Upper Camp,
P.O.Joda, Orissa, Keonjhar.

2nd Party-Workman .

APPEARANCES

M/s. P.K.Mohanty : For the 1st Party-Management
Advocate.

Shri Ashok Kr. Radhing: For Himself -the 2nd Party
Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No.L-26012/5/2003 -IR(M), dated 27-11-2003.

"Whether the action of Management of Bamebari Manganese Mines of TISCO Ltd., At./P.O. Bamebari, Dist.Keonjhar, in terminating the services of Sh. Ashok Kumar Ridhing, PL. No. 183685, Ex.-P.R.Mazdoor, with effect from 5-6-1998 is justified. If not, what relief the workman is entitled to?"

2. The workman was engaged as a piece rated worker on 14-11-1992 on compassionate ground on the death of his father. But after so being appointed he was found in the habit of remaining absent frequently without any leave application. Lastly on 19-6-1997 he remained absent till 24-6-1997 and again from 29-7-1997 for which he was issued with a charge-sheet-cum show causes on 30-6-1997 and 11-9-1997 respectively vide Ext.-1 and 2. As the workman did not respond to these notices an Enquiry Officer was appointed to enquire into the case. During enquiry separate notices were sent for his participation but due to his absence the proceedings was closed ex-parte and ultimately he was discharged from service with effect from 5-6-1998.

3. Challenging the above action and order of the Management the workman raised an Industrial Dispute resulting in the present reference. It is alleged by the workman in his claim statement that on the above two occasions he applied for medical leave by submitting necessary medical certificates but in ignorance of the same he was charge-sheeted deceitfully by sending the charge sheet/show cause in his home address when after the alleged absence period he was found on duty. It is further alleged that the departmental enquiry was conducted behind his back.

4. The Management in reply to the above, contended that the domestic enquiry was conducted fairly and due to non participation of the workman he was set ex-parte and according to the standing order he was discharged from service taking into consideration his past conduct of poor attendance and the suspension order issued to him earlier.

5. On the basis of above pleadings of the parties the following three issues were framed. But during hearing of the case the workman remained absent for which he was set ex-parte and the ex-parte evidence of the Management was recorded.

ISSUES

1. Whether the reference is maintainable?
2. Whether the Domestic Enquiry initiated against the workman was fairly disposed of with due regard to the principles of natural justice?

3. If not, what relief the workman is entitled to?

FINDINGS**ISSUE NOS.1 to 3**

6. These issues are taken up together as they are inter-dependant.

Exts.-1 and 2 are the charge-sheets-cum-show cause notice, Ext.-3 is another notice issued to the workman after appointment of an Enquiry Officer, Exts.-4 and 5 are the Registered postal letters with A.D. which had returned back to the Management without service, Ext.-6 is the order-sheet of the proceeding file, Ext.-7 is the proceeding file, Ext.-8 is the enquiry report, Ext.-9 is the order of discharge, Ext.-10 is the representation which the workman had made after the order of discharge was communicated to him.

7. With reference to the above documents it is deposed by the Management that the workman was chronically remaining absent from time to time without any leave application and that during the period of Sept. 1994 to Aug. 1996 he had only worked for 96 days. The evidence of the witness further shows that when show cause notice-cum-charge-sheets were sent to the workman vide Ext.-1 and 2 in his home address for his absence from 19-6-1997 to 24-6-1997 and from 29-7-1997 till the date of notice dated 11-9-1997, the same had returned back with a postal endorsement "Absent". Similarly when another notice, Ext.-3 was sent to him to participate in the domestic enquiry, the same had also returned with a similar postal endorsement as evident from Ext.-3. Therefore, in these circumstances the Management can not be blamed with a blame that the enquiry was not conducted fairly. Besides Ext.-10, a representation of the workman which he made after his discharge from service, is found totally silent about any such tacit tactic being adopted by the Management to remove him from services.

8. Thus Under the above circumstances, I find that, the Management was just and proper in his action of discharging the workman from service for his gross misconduct of remaining absent from time to time without leave application.

9. The reference is answered accordingly ex-parte against the workman.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY WORKMAN.

No witnesses have been examined on behalf of the 2nd Party-Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY WORKMAN.

No documents have been exhibited on behalf of the 2nd Party- Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY MANAGEMENT.

M.W.-1- Shri Rajendra Kumar.

LIST OF DOCUMENTS EXHIBITED ON BEHALF

OF THE 1st PARTY MANAGEMENT.

- Ext.-1-Charge-sheet.
- Ext.-2-Charge-sheet.
- Ext.-3-Enquiry Notice.
- Ext.-4-Postal Address with A.D.
- Ext.-5-Postal Address with A.D.
- Ext.-6-Order-sheet of Enquiry Officer.
- Ext.-7-Enquiry Proceedings.
- Ext.-8-Enquiry Report.
- Ext.-9-Order of Discharge from service.
- Ext.-10- Workman representation dated 6-7-1998 for consideration for his reinstatement in to service.

नई दिल्ली, 11 मई, 2009

का.आ.1570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/पटना के पंचाट (संदर्भ संख्या-83(सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-17012/42/2008-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No.83(C)/2008] of the Industrial Tribunal Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 11-5-2009.

[No. L-17012/42/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL SHRAM BHAWAN,
BAILEY ROAD, PATNA.**

Reference Case No. 83(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Shiv Kumar, represented by B.M.S., Patna.

For the Management : Sri Navin Kumar, Rep. of LIC

For the workman : Sri Ram Prasad, General Secretary of Union.

**Present : Vasudeo Ram, Presiding Officer,
Industrial Tribunal, Patna.**

AWARD

Patna, dated the 20th April, 2009.

By adjudication Order No. L-17012/42/2008-IR(M) dated 20-11-2008, the Government of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Sri Nitya Nand Kumar, represented by B.M.S., Patna for adjudication to this Tribunal on following :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularizing the services of Daily Wage Worker Sh. Shiv Kumar working for a long period and not giving him regular status of a permanent worker is justified and legal? If not, to what relief the worker is entitled to?"

2. Both the parties appeared on notice, Subsequently a petition for withdrawal of the reference case has been filed on behalf of the workman and moved. Under the circumstances I presume that now no dispute exists between the parties and hence I hereby pass a "No dispute Award".

3. And this is my award.

VASUDEO RAM, Presiding Officer.

नई दिल्ली, 11 मई, 2009

का.आ.1571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/पटना के पंचाट [संदर्भ संख्या-84(सी)/2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-17012/44/2008-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No.84(C)/2008] of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 11-5-2009.

[No. L-17012/44/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL SHRAM BHAWAN, BAILEY ROAD, PATNA.****Reference Case No. 84(C) of 2008**

Between the Management of LIC of India Ltd., Patna and their workman Sri Nitya Nand Kumar, represented by B.M.S., Patna.

For the Management : Sri Navin Kumar, Rep. of LIC .

For the workman : Sri Ram Prasad, General Secretary of Union.

Presnt: Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 20th April, 2009.

By adjudication Order No. L-17012/44/2008-IR(M) dated 20-11-2008, the Government of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Sri Nitya Nand Kumar, represented by B.M.S., Patna for adjudication to this Tribunal on following :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularizing the services of Daily Wage Worker Sh. Nitya Nand Kumar working for a long period and not giving him regular status of a permanent worker is justified and legal? If not , to what relief the worker is entitled to ?"

2. Both the parties appeared on notice. Subsequently a petition for withdrawal of the reference case has been filed on behalf of the workman and moved. Under the circumstances I presume that now no dispute exists between the parties and hence I hereby pass a "No dispute Award".

3. And this is my award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ.1572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी ऑफ इंडिया के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या-85(सी)/2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-17012/39/2008-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No.85(C)/2008] of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 11-5-2009.

[No. L-17012/39/2008-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL SHRAM BHAWAN, BAILEY ROAD, PATNA.****Reference Case No. 85(C) of 2008**

Between the Management of LIC of India Ltd., Patna and their workman Sri Sushil Kumar, represented by B.M.S., Patna.

For the Management : Sri Navin Kumar, Rep. of LIC .

For the workman : Sri Ram Prasad, General Secretary of Union.

Present: Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 9th April, 2009.

By adjudication Order No. L-17012/39/2008-IR(M) dated 20-11-2008, the Government of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Sri Sushil Kumar, represented by B.M.S., Patna for adjudication to this Tribunal on following :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularizing the services of Daily Wage Worker Sh. Sushil Kumar working for a long period and not giving him regular status of a permanent worker is justified and legal? If not , to what relief the worker is entitled to ? "

2. Both the parties appeared on notice. Subsequently a petition for withdrawal of the reference case has been filed on behalf of the workman and moved. Under the circumstances I presume that now no dispute exists between the parties and hence I hereby pass a "No dispute Award".

3. And this is my award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ.1573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आईसी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट [संदर्भ संख्या 86 (सी)/2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-17012/38/2008-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No.86(c)/2008] of the Industrial Tribunal Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-17012/38/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 86(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Shri Ram Bali Prasad, represented by B.M.S., Patna.

For the Management : Shri Navin Kumar,
Representative
of LIC.

For the Workman : Shri Ram Prasad, General
Secretary of Union.

Present : Vasudeo Ram, Presiding Officer, Industrial
Tribunal, Patna.

AWARD

Patna, dated the 9th April, 2009.

by adjudication Order No. L-17012/38/2008-IR(M) dated 20-11-2008, the Govt. of India, Ministry of Labour, New Delhi under Clause (d) of Sub-Section(1) and sub section(2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Shri Ram bali Prasad, represented by B.M.S. Patna for adjudication to this Tribunal on following:

"Whether the action of the management of LIC of India Divisional Office, Patna in not regularising the services of Daily Wage Worker Sh. Rambali Prasad working for a long period and not giving him regular status of a permanent

worker is justified and legal? If not, to what relief the worker is entitle to?"

2. Both the parties appeared on notice. Subsequently a petition for withdrawal of the reference case has been filed on behalf of workman and moved. Under the circumstances I presume that now no dispute exists between the parties and hence I hereby pass a "No dispute Award"

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ. 1574.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुकिन्दा क्रोमाइट माईन्स ऑफ टिस्को के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 125/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-26012/18/1997-आई.आर.(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O.1574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.125/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sukinda Chromite Mines of TISCO and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-26012/18/1997-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present: Shri N.K.R. Mohapatra, Presiding officer

TR. INDUSTRIAL DISPUTE CASE NO. 125/2001

Date of Passing Award-30th March 2009

BETWEEN

The Management of Divisional Manager, Sukinda
Chromite Mines of TISCO, P.O. Kalarangiatta
District: Jajpur.

1st Party-Management.

And

Their Workman Shri Suren Sardar, represented.
The General Secretary. North Orissa Workers Union,
Rourkela-12.

2nd Party-Union,

APPEARANCES

M/s. B.P. Tripathy, For the 1st Party-
Advocate Management
Shri B.S. Pati, General For the 2nd Party-Union
Secretary, North Orissa
Workers Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(a) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide Order No. L-26012/18/1997-IR (M), dated Nil.

“Whether the action of the Management of Sukinda Chromite Mines of TISCO in striking off/retrenching Shri Suren Sardar, Personnel No. 195979, Helper with effect from 9-2-1995 who was working continuously since 16-3-1993 is justified and legal? If not what relief the workman is entitled to?

2. It is alleged by the workman that initially he was appointed as a Helper on temporary basis for a period of 85 days with effect from 16-3-1993 and thereafter the Management extended the period of engagement from time to time with some superficial break and then ultimately terminated him from service with effect from 9-2-1995 without any retrenchment notice or compensation as envisaged under Section 25-F of the Industrial Disputes Act.

3. The Management in its Written Statement contended that the workman was given tenure engagement from time to time during 16-3-1993 to 8-2-1995 and on completion of the last tenure of appointment he was refused future extension and as such he is not entitled to get any benefit under Section 25-F of the Industrial Disputes Act.

4. On the basis of the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the reference is maintainable?
2. Whether the termination of the service of the workman is covered under Section 2(o)(bb) of the Industrial Disputes Act?
3. Whether the action of the 1st Party Management striking/retrenching the 2nd Party-Workman with effect from 9-2-1995 is justified and legal?
4. What relief the 2nd Party-Union is entitled to?
5. During trial the Management was set exparte and the exparte evidence of the workman was recorded and document marked as Ext.-1 to 5 were admitted on his behalf.

FINDINGS**ISSUE No. 1**

6. Admittedly the disputant was engaged as a helper and as such he is a workman and the reference is maintainable.

ISSUE No. 2 to 4

7. All these issues are taken up together as they are interlinked. In its written statement it has been admitted by the Management that the workman was given 85 days

engagement as a helper from 16-3-1993 and after expiry of the same he was again given appointment for another 85 days from 14-6-1993 to 6-9-1993 and from 11-10-1993 to 9-12-1993 and likewise from time to time uptill 8-2-1995. Ext.-1, 1/1, 4 and 5 are few such appointment letters which were issued to the workman. These do not disclose that the engagement was contractual in nature or it was against a particular job. On a reading of these letters it appears that though the workman was given periodical engagement for 85 days, 60 days etc. he was allowed to be governed by the Certified Standing Order of the Management Company. Besides he was also allowed to enjoy all perquisites and amenities of the company except living accommodation. Ext.-2 and 2/1, the bonus payment statements show that, he was given a personal No. S-195979 and was also being paid bonus every year. These thus indicate that in the garb of tenure appointment the workman was issued appointment letters with superficial break of 3 to 4 days each time and the bonus statement (Ext.-2/1) of 1995 shows that during the Bonus year ending in March, 1995 he had worked for 308 days. Therefore, in such circumstance the refusal of employment to the disputant from 9-2-1995 without any retrenchment compensation as envisaged under Section 25-F of the Industrial Disputes Act amounts to illegality on the part of the Management.

8. It is true that the workman was not given continuous employment but the appointment was intermittent with little gap. But that will not absolve the Management from its liability under Section 25-F of the Act, when such gap appears be deliberate and superficial.

9. Section 25-F of the Act postulates that no workman employed in an Industry continuously for not less than one year would be retrenched until he is given a notice of one month and retrenchment benefits as prescribed thereunder. As per Section 25-B of the Industrial Disputes Act, which defines continuous employment, a person working for 240 days during a period of 12 months preceeding the date of his retrenchment would be deemed to have worked continuously for a period of one year for the purpose of Section 25-F of the Industrial Disputes Act. Therefore, when according to the Bonus statement, Ext.-2 the workman had worked for 308 days by the time he was retrenched, the Management should not have refused him employment without necessary compensation and notice as prescribed under Section 25-F of the Act.

10. In view of the above the action of the Management is held to be bad under law. Since it has already been held that the Management was guilty of engaging the workman with superficial break, it is ordered that the workman be reinstated in service with 50% back wages as retrenchment compensation as per Section 25-F of the Industrial Disputes Act.

11. The reference is answered accordingly exparte against the Management.

N. K. R. MOHAPATRA, Presiding Officer

List of Witnesses Examined on Behalf of the 2nd Party-Union

W.W.No. 1- Suren Sardar.

List of Documents Exhibited on Behalf of the 2nd Party-Union

Ext.-1 Officer letter dated 15-3-1993.

Ext.-1/1 Officer letter dated 27-1-1995.

Ext.-2- Bonus Payment statement of 1994.

Ext.-2/1- Bonus Payment statement of 1995.

Ext.-3- Representation dated 27-4-1996.

Ext.-4- letter dated 25-10-1994 of TISCO Management regarding employment.

Ext.-5- Officer order dated 2-4-1994.

List of Witnesses Exhibited on Behalf of the 1st Party-Management

No Witnesses examined on behalf of the 1st Party-Management.

List of Witnesses Documents Exhibited on Behalf of the 1st Party-Management

No documents exhibited on behalf of the 1st Party-Management.

नई दिल्ली, 11 मई, 2009

का.आ. 1575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पोस्ट मास्टर जनरल, नागपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/203/2002 को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-40012/111/2001-आई.आर.(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/203/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Post Master General, Nagpur and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-40012/111/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/203/02 Date: 27-02-2009

petitioner/ : Shri Sandeep Ganesh Londhe,
Party No.1 Plot No. 6, Bajarang Nagar,
Manewada Road, Nagpur-440027

Versus

Respondent/ : 1. The Post Master General,
Party No. 2 Nagpur Region, Shankar Nagar,
Nagpur-440010.

2. The Senior Supdt. Of Post Office,
Nagpur City Division, Nagpur

AWARD

(Dated: 27th February, 2009)

1. The Central Government after satisfying the existence of dispute between Shri Sandeep Ganesh Londhe, Plot No. 6 Bajarang Nagar, Manewada Road, Nagpur (Party No. 1) and (1) the Post Master General, Nagpur Region, Shankar Nagar, Nagpur and (2) the Senior Supdt. of Post Office, Nagpur City Division, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-40012/111/2001-IR(DU) dated 02-09-2002 under clause (d) of sub section (1) and sub-Section (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the management of the Post Master General, Nagpur Region, Shankar Nagar, Nagpur & Others in terminating the services of Shri Sandeep Ganesh Londhe, Ex-postman/EDA w.e.f. 30-6-1999 is legal, proper and justified? If not, to what relief the said workman is entitled to and from what date?"

3. The case came for hearing today on 4-2-2009. The Counsel for the Management is present while nobody is present, either the Petitioner or his counsel. On perusal of record it indicates that the Petitioner is not attending the Court right from 14-6-2007, earlier to it he appeared through his counsel and filed his Statement of Claim. Similarly, he as also accepted the copy of the WS filed by the management and lastly he has also filed Affidavit i.e. evidence for him in support of his claim.

After filing the Affidavit, it was necessary for him to offer himself for the cross-examination. However, though the case was fixed for the same he did not appear from the date as mentioned above, which resulted in remaining the case as it is and his affidavit as un-crossed. Consequently, it is not even an evidence and there are no reason to prolong the case dragging the management for attending the Court. In the result, the case deserves to be dismissed for default as he is not taking any interest in proceeding the case. Accordingly, I dismissed the reference for the default for the Petitioner and passed no dispute award. Hence Award.

Dated: 27-02-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ. 1576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 34/2005 को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-23012/1/2004-आई.आर.(सी.एम.-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2005

of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Bhakra Beas Management Board, Bhakra Dam, B.B.M.B., Bhakra Power House Circle, BBMB, Bhakra Power House Division, BBMB, and their workman, received by the Central Government on 11-5-2009.

[No. L-23012/1/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 34/2005

Shri Piara Lal, S/o Shri Nathu Ram, Village Handola,
Tehsil & Distt. Una (HP).

...Applicant

Versus

(1) The Secretary, Bhakra Beas Management Board,
Sector-19-B, Madhaya Marg, Chandigarh.

(2) The Chiefr Engineer (Generation), Bhakra Dam,
BBMB, Nangal Township, Ropar.

(3) The Superintending Engineer, Bhakra Power House
Circle, BBMB, Nangal Township, Ropar.

(4) The Resident Engineer, Bhakra Power House
Division, BBMB, Nangal Township, Ropar.

.....Respondents

APPEARANCES

For the workman: Sri R.K. Singh.

For the management: Sri Bhagat Singh

AWARD

Passed on : 23-4-2009

Government of India vide notification No. L-23012/1/2004 IR (CM-II), dated 8-7-2005 referred the following industrial dispute for judicial adjudication to this Tribunal:—

“Whether the action of the management of Bhakra Beas Management Board, Nangal Township in not absorbing Shri Piara Lal S/o Shri Nathu Ram as Mason as per the policy dated 8-7-1988 formulated by BBMB is legal and justified? If not, to what relief the worker is entitled and from which date?”

I have gone through the pleadings and evidence of the parties. I have also afforded the opportunity of argument to both of the parties. On perusing the evidence and pleadings of the parties the main issue before this Tribunal for adjudication is whether the case of Shri Piara Lal S/o Shri Nathu Ram was not illegally considered for his absorbing as Mason as per the policy dated 8-7-1988 formulated by BBMB?

It is the contention of the workman that as per the policy dated 8-7-88, benefit could have gone to him because he was working in the Civil Sub-Division under the Chiefr Engineer, (Generation), BBMB, Nangal Township. He was not absorbed as Mason whereas, two persons, namely Shri Tarsem Lal and Shri Charan Singh were promoted from existing cadre. Shri Tarsem Lal being a Sweeper was not qualified for Mason, whereas Shri Charan Singh was not entitled for the post of Mason.

The management contended that the workman was working as daily waged worker and as per the policy of the management dated 8-7-88 two posts of Mason were to be filled in on promotion from the existed cadre. A Committee was formed. The Selection Committee after interviewing the persons, as per the rules, submitted a report for promotion of two persons. Both of the persons, as recommended by the Committee for promotion were promoted strictly in compliance of the policy dated 8-7-88 formulated by BBMB.

In his evidence the workman has admitted that both of the persons whose promotion he has challenged in his statement of claim were lawfully promoted.

I have gone through the policy in question and other materials on record. It is admitted fact that workman was working as daily waged worker and the two posts of Mason were to be filled on promotion from the existing cadre of permanent employees on the basis of their Seniority. The procedure adopted by the BBMB for promotion of these two persons is not under question. As per the policy in question a Committee was formed and on recommendation of the Committee, these two persons were lawfully promoted. Accordingly, there is no force in the contention of the workman that he was not absorbed illegally because both of the posts two persons of permanent cadre were lawfully promoted as per the rules. Accordingly, the reference is answered. Workman is not entitled for any relief. Let the Central Government be informed, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 11 मई, 2009

का.आ. 1577.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल डेयरी डवलपमेन्ट बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी जीआई टी-2/45 of 2007, को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-42012/17/2005-आई.आर. (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/45 of 2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of National Dairy Development Board, and their workmen, received by the Central Government on 11-5-2009.

[No. L-42012/17/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 MUMBAI**

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/45 of 2007

Employers in relation to the management of National Dairy Development Board :

The Manager,
National Dairy Development Board,
Western Express Highway,
Goregaon (E),
Mumbai 400 065.

AND

Their Workmen,

The President,
Shramik Mahasangh,
180-C, 1st floor, J.J. Keni Lane,
Dharavi Koliwada,
Daravi Road, Dharavi,
Mumbai 400 019.

APPEARANCES

For the Employer : Mr. K.S. Sawant, Advocate
For the Workman : Ms. Pallavi Kulkarni, Advocate

Mumbai, dated the 13th March, 2009.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012/17/2005-IR (CM-II), dated 27-09-2007 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the demand of the Shramik Mahasangh for reinstatement in service with back wages and for regularisation of services of the eleven (11) contract workers (as per list enclosed) from the date of their joining is legal and justified? If so, to what reliefs are the workmen entitled?"

ANNEXURE "A"

Sr. No.	Name	Posted at	Date of joining	Date of termination
1.	A. Mari Muthu	F & V Project, NDDB	01-09-1995	10-03-1999
2.	M. Ramaswamy	F & V Project, NDDB	10-06-1996	10-03-1999
3.	P. Pushpanathan	F & V Project, NDDB	10-09-1996	10-03-1999
4.	M. Armugam	F & V Project, NDDB	02-02-1996	10-03-1999
5.	V. Chellamuthu	F & V Project, NDDB	20-08-1995	10-03-1999
6.	A. Suryakala	F & V Project, NDDB	10-06-1996	10-03-1999
7.	K. Parasuram	Main office, NDDB	01-10-1997	01-01-2000
8.	R. Murugavel	Main office, NDDB	10-09-1996	01-01-2000
9.	P. Ramalingam	Main office, NDDB	01-01-1999	01-01-2000
10.	G. Devraj	Main office, NDDB	23-10-1994	01-01-2000
11.	Venkatesh	Main office, NDDB	11-02-1999	01-01-2000

2. Matter was fixed for claim statement. However, by Ext. 7, union requested to take matter in Lok Adalat.

3. In view of Exs.-7 & 8 reference is disposed of in Lok Adalat. Hence, the order:

ORDER

Vide Exhibit -7 & Ex-8, reference is disposed of in Lok Adalat.

Date: 13-3-2009

A. A. LAD, Presiding Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI**

Reference No. CGIT-2/45 of 2007

Employers in relation to the
Management of National Dairy
Development Board

...1st Party- Company

AND

Their Workmen

...2nd Party- Workman

APPLICATION OF 2ND PARTY WORKMEN

The 2nd Party states that the above-mentioned Reference was made by Order of Reference No. L-42012/17/2005-IR (CM-II) dt. 12-10-2007. However, the Schedule of the said Order of Reference was not as per the Order of the Hon'ble High Court in Writ Petition No. 354/2007. Hence, the 2nd Party made an Application to the Central Government for a Corrigendum to be made in the Schedule of Reference. However, though the Government did issue a fresh Schedule of Reference by Order of Reference No. L-42012/17/2005-IR (CM-II) dt. 24-3-2008, this appears

to have been treated as a new Reference, having been given Reference No. CGIT 2/21/2008. Annexed hereto as Annexures A & B are both of the said Orders of Reference.

The 2nd Party states that in these circumstances Reference No. CGIT 2/45/2007 has become infructuous as replaced by Reference No. CGIT 2/21/2008 and accordingly Reference No. CGIT- 2/45/2007 may be disposed of.

Mumbai

Dated : 7-1-2009

Advocate for Petitioner
Pallavi T. Kulkarni

ANNEXURE 'A'

Government of India

Ministry of Labour

New Delhi, the 27th September, 2007

ORDER

No. L-42012/17/2005-IR (CM-II) : Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of National Dairy Development Board and their workmen in respect to the schedule hereto annexed;

2. And whereas the Central Government after considering the said reference had declined adjudication vide letter of even number dated 13-11-2006.

3. And Whereas the Hon'ble High Court of Mumbai in its order in Writ Petition No. 354/2007 directed the Government to refer the dispute within two weeks for adjudication by the CGIT.

4. Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute pertaining to workmen for adjudication to the Central Government Industrial Tribunal No. 2 Mumbai. The said Tribunal shall give its award within a period of three months.

SCHEDULE

"Whether the demand of the Shramik Mahasangh for reinstatement in service with back wages and for regularization of services of the eleven (11) contract workers (as per list enclosed) from the date of their joining is legal and justified? If so, to what reliefs are the workmen entitled?"

AJAY KUMAR GAUR, Desk Officer
ANNEXURE "A"

Sr. No.	Name	Posted at	Date of Joining	Date of Termination
1	2	3	4	5
1.	A. Mari Muthu	F & V Project NDDB	01-09-1995	10-03-1999
2.	M. Ramaswamy	F & V Project NDDB	10-06-1996	10-03-1999
3.	P. Pushpanathan	F & V Project NDDB	10-09-1996	10-03-1999

1	2	3	4	5
4.	M. Armugam	F & V Project NDDB	02-02-1996	10-03-1999
5.	V. Chellamuthu	F & V Project NDDB	20-08-1995	10-03-1999
6.	A. Suryakala	F & V Project NDDB	10-06-1996	10-03-1999
7.	K. Parasuram	Main office, NDDB	01-10-1997	01-01-2000
8.	R. Murugavel	Main office, NDDB	10-09-1996	01-01-2000
9.	P. Ramalingam	Main office, NDDB	01-01-1999	01-01-2000
10.	G. Devraj	Main office, NDDB	23-10-1994	01-01-2000
11.	Venkatesh	Main office, NDDB	11-02-1999	01-01-2000

ANNEXURE 'B'

Ref CGIT-2/21 of 2008

Government of India

Ministry of Labour

New Delhi, the 24th March, 2008

ORDER

No. L-42012/17/2005-IR (CM-II) : Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of National Dairy Development Board and their workmen in respect to the schedule hereto annexed;

2. And whereas the Central Government after considering the said reference had declined adjudication vide letter of even number dated 13-11-2006.

3. And Whereas the Hon'ble High Court of Mumbai in its order in Writ Petition No. 354/2007 directed the Government to refer the dispute within two weeks for adjudication by the CGIT.

4. And whereas the Hon'ble High Court corrected aforesaid order dated 19-9-2007 vide their order dated 16-10-2007 on the request of the Union.

5. Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute pertaining to workmen for adjudication to the Central Government Industrial Tribunal No. 2 Mumbai. The said Tribunal shall give its award within a period of three months.

SCHEDULE

"Whether the demand of the Shramik Mahasangh, Mumbai as per Exhibit 'F' (schedule enclosed) in W.P. No. 354/2007 is legal and justified? If so, to what relief are the workmen entitled?"

AJAY KUMAR GAUR, Desk Officer

SCHEDULE

1. That the workmen listed at Annexure "A" hereto be treated as the direct and permanent employees of the National Dairy Development Board with effect from their respective dates of joining the National Dairy Development Board, as indicated in the said Annexure "A";

Or, in the Alternative

2. That the workmen listed at serial Nos. 7—11 of Annexure "A" hereto be treated as the direct and permanent employees of the National Dairy Development Board with effect from their respective dates of joining the National Dairy Development Board, as indicated in the said Annexure "A" and that the workmen listed at serial Nos. 1—6 of Annexure "A" hereto be treated as the direct and permanent employees of "Fruit & Vegetable Project", National Dairy Development Board with effect from their respective dates of joining the "Fruit & Vegetable Project", National Dairy Development Board, as indicated in the said Annexure "A";

3. That the workmen listed at Annexure "A" hereto be reinstated in the service of National Dairy Development Board with full back wages and continuity of service with effect from the respective dates of the removal, as indicated in the said Annexure "A".

Or, in the alternative:

4. That the workmen listed at serial Nos. 7—11 of Annexure "A" hereto be reinstated in the service of National Dairy Development Board with full back wages and continuity of service with effect from the respective dates of their removal, as indicated in the said Annexure "A", and the workmen listed at serial Nos. 1—6 of Annexure "A" hereto be reinstated in the service of "Fruit & Vegetable Project", National Dairy Development Board with full back wages and continuity of service with effect from the respective dates of their removal, as indicated in the said Annexure "A".

ANNEXURE "A"

Sr. No.	Name	Posted at	Date of joining	Date of Termination
1	2	3	4	5
1.	A. Mari Muthu	F.& V Project NDDB	01-09-1995	10-03-1999
2.	M. Ramaswamay	F.& V Project NDDB	10-06-1996	10-03-1999
3.	P. Pushpanathan	F.& V Project NDDB	10-09-1996	10-03-1999
4.	M. Armugam	F.& V Project NDDB	02-02-1996	10-03-1999

1	2	3	4	5
5.	V. Chellamuthu	F.& V Project NDDB	20-08-1995	10-03-1999
6.	A. Suryakala	F.& V Project NDDB	10-06-1996	10-03-1999
7.	K. Parasuram	Main office, NDDB	01-10-1997	01-01-2000
8.	R. Murugavel	Main office, NDDB	10-09-1996	01-01-2000
9.	P. Ramaligam	Main office, NDDB	01-01-1999	01-01-2000
10.	G. Devraj	Main office, NDDB	23-10-1994	01-01-2000
11.	Venkatesh	Main office, NDDB	11-02-1999	01-01-2000

Ex-8

**BEFORE THE LOK ADALAT HELD ON
13TH MARCH, 2009**

Proceedings in respect of

Ref. CGIT-2/45 of 2007

Parties

National Dairy Development Board

V/s.

Shramik Mahasangh

Panel

Shri M.B. Anchan, Advocate

Shri S.B. Kadam, Advocate

Miss Vibhuti Borade, Advocate

APPEARANCE

For the First Party : Mr. K.S. Sawant from Little & Co.,
Advocates.

For the Second Party: Ms. Pallavi T. Kulkarni, Advocate.
Advocate for the second party files application for withdrawal of this reference. Other has endorsed his no objection for withdrawal below Ex-7. Sent to the Tribunal for passing Award.

Sd/-

(K. S. Sawant)
For NDD Board

Seen

Sd/-

13-3-09

Presiding Officer
CGIT-2, Mumbai

Sd/-

(P.T. Kulkarni)
Adv for 2nd party

Sd/-

(S. B. Kadam)
PANELISTS

Sd/-

(M. B. Anchan)

Sd/-

(Vibhuti Borade)

नई दिल्ली, 11 मई, 2009

का.आ.1578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं आर्कलोजिकल सर्वे ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 39/2003 को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-42012/174/2002-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th May, 2009

S.O. 1578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2003 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Archaeological Survey of India, Agra Division, and their workmen, received by the Central Government on 11-05-2009

[No. L-42012/174/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT LUCKNOW

Present : N.K. Purohit, Presiding Officer

Industrial Dispute No. 39/2003

Ref. No. L-42012/174/2002-IR (CM-II)

dated: 13-03-2003

BETWEEN

Sh. Suresh Chand C/o Sh. Surinder Singh
43/16-S/15-A, Sector-16 Sikandara Agra
Agra (U.P.)

AND

The Superintending Archaeologist
Archaeological Survey of India, Agra Division
22, Mall Road, Agra
Agra (U.P.)

AWARD

22-04-2009

1. By order No. L-42012/174/2002-IR (CM-II) dated: 13-03-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Suresh Chand C/o. Sh. Surinder Singh, 43/16-S/15-A, Sector 16, Sikandara Agra U.P. and The Superintending Archaeologist,

Archaeological Survey of India, Agra Division, 22, Mall Road, Agra, U.P. for adjudication.

2. The reference under adjudication is :

"क्या अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, आगरा द्वारा कर्मकार श्री सुरेश चन्द पुत्र श्री गीतम सिंह को दिनांक 18-10-2000 से सेवा से निष्कासित करना न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष को पाने का हकदार है?"

3. Worker's case in brief is that Sri Suresh Chand was the worker, who got temporary status in service under the management of opposite party for the last ten years. He was regularly getting wages amounting to Rs.4400/- p.m. He was terminated on 18-10-2000 illegally by the management without issuing charge sheet & without conducting enquiry, though hundreds of workman junior to him are still working with the management. The workman has alleged that his father Sh. Geetam Singh was also working under the management, but as he was submitting the problems of the workman as the office bearer of the trade union and was bringing to light the mal practices of the department before the competent authorities, therefore his father, brother have also been terminated illegally due to prejudice. The worker has also alleged that the Conservation Asstt., Sri Munnazar Ali threatened the father of the worker and abused and due to prejudice and with the intention of taking revenge the worker was terminated from the service vide letter dt. 18-9-2000. It is also alleged that the workman has been terminated by the notice in which false and baseless charges were leveled against him and was not given sufficient opportunity to defend the case. Worker has also alleged that at the time of termination of service no compensation was paid nor any other benefits was given and he was not earned wages for the last two months and even he was not paid bonus. He has further alleged that on 19-10-2000 worker was forced to sign on the pay sheet but till date earned wages have not been paid inspite of repeated requests. Workman has therefore requested that he be reinstated with back wages and be paid due wages, bonus etc.

4. The opposite party has denied the claim of the worker. It is stated in written statement that the opposite party is sovereign department of Govt. of India and not industry. The personals working under the department are governed by CCS(Conduct) Rules 1965. The worker had filed an application before Central Administrative Tribunal for similar relief, but was dismissed in default. Worker also filed an LCA bearing No.33 /2001 before CGIT -cum-Labour Court. Kanpur for similar relief and the same is still pending. Therefore, the present Industrial Dispute is barred by resjudicata. It is admitted that the worker was given temporary status in the year 1993 thereafter he was working as Mason attendant at different monuments of Sikandara sub circle of Agra circle. It is alleged that during the said period the worker was involved in various kinds of nefarious activities against the department. He neither maintained office discipline nor obeyed the instructions of superior

officials. He prepared duplicate keys of dak bungalow gate of Sikandara monuments for ulterior motive & help making unauthorised entry of anti social elements through the said gate in odd hours. Subsequent he was posted at Firoz Khan's tomb to perform his duties but during surprise check by the Incharge of Sikandara sub circle he was found absconding from his duty and was found loitering in the Sikandara Tomb for illegally extorting money from the tourists and for cheating the public. He often extracted money from the tourists fraudulently. Besides the worker and his brother Dinesh Chand ex-temporary status worker of Sikandara sub circle also illegally occupied two chowkidar quarters inside the Sikandara Tomb premises since more than a decade. Worker was misusing electricity and water facilities in the premises of the Government accomodation and was not paying any house rent, electricity, and water charges to the Department although they were getting house rent and other allowances regularly. Worker was keeping cattle with him inside the govt. accommodation illegally occupied by him and thus he was not only creating nuisances but also making the monument dirty and destroying the archaeological garden of Akbar's Tomb Sikandara which is a transparent violation of Ancient Monuments and Archaeological Sites and Remains Act, 1958 in this regard. The sub circle incharge had given him several warnings but he did not bother for the same or did not bother to reply. He has also gone to the extent of threatening his superior officers of dire consequences. The worker was also involved in the theft of govt. article, i.e. Sintex Water Tank on 31-8-2000 from Sikandra monument in connivance of his brother Dinesh Chand. In addition to the above the worker was also sitting on illegal dharna from Oct.2000 to June 2001 alongwith the unauthorised union Leader Sri Surendra Singh, against whom two criminal petitions are pending before the Hon'ble High Court, Allahabad. Keeping in view, the Superintending Archaeologist/employer was left with no other option but to initiate strict disciplinary action against him and therefore the Superintending Archaeologist/employer in exercise of powers conferred upon by Section 7 of 'Casual Labourers' Grant of Temporary status and Regularization Scheme' of 1993, issued notice on 18-9-2000 with one month's notice and notice pay as per rule. The charges were based on facts. The worker refused to accept notice & notice pay in front of the witnesses, since the services of worker were lawfully terminated on various charges, it is irrelevant whether any other person is working with the opposite party. So far as the facts alleged about the worker's father is concerned, the same are denied. However, this fact is admitted that Sri Geetam Singh & Dinesh Chand have been terminated. Worker is attempting to gain sympathy by mentioning the instances of his father & brother. The services of his father was terminated on a similar misconduct. The management has categorically and specifically denied the allegations that on 19-10-2000 he was forced to sign the pay sheet as such he has not been

paid wages. The management has termed allegation of the worker as false, baseless and fictitious. It has been stated by the management that the worker signed the pay sheet in support of receipt of earned wages. Signatures are normally taken from the individuals after he received the amount. In short the management has contended that the worker has been terminated properly and justly in accordance with rules, however, the management reserves the right to prove the charges on merit before the Tribunal and the employer requests to allow to produce evidence. Under the circumstances the worker is not entitled to any relief.

5. Parties were allowed to file documentary evidence and also to examine their witnesses. The worker has examined himself as witness whereas opposite party has examined Sri Munnazar Ali, Sonnari Lal, Mahesh Chandra and Amar Singh as witness in support of its case.

6. At the stage of final arguments an application C-39 was moved by the opposite party requesting to provide an opportunity to prove mis-conduct alleged against the worker. After hearing both the sides the then learned Presiding Officer passed the order dt. 20-12-2006 wherein it was observed that since termination order has been passed without conducting departmental enquiry opportunity to the opposite party might be given to prove the charges leveled against the worker in the Tribunal. In said order following direction were given :

"Opposite party is directed to pay Rs. 1000/-. Worker on 15-02-07 and file the list of documents relied upon by the opposite party to prove the charges alongwith the list of witnesses and the documents. No further opportunity shall be given Application C-39 is disposed of."

7. From the perusal of the record it appears, instead of adducing fresh evidence filing fresh and list of witnesses & documents for proving charges, the opposite party has only re-examined the witness Sh. Munnazar Ali on 20-7-06 and thereafter closed its evidence. In rebuttal, the worker also did not adduce any fresh evidence and case was listed for argument.

8. Heard the argument advanced by learned representative of both the sides and scanned the relevant material on record.

9. Learned representative on behalf of the workman has contended that opposite party has failed to prove the allegations against the workman on the basis of which services of the workman have been terminated. The opposite party has not adduced any fresh evidence to prove the alleged charges against the workman. Even from the evidence adduced prior to the order dt. 20-12-06, the alleged mis-conduct is not proved. He has further contended that charges are vague. He has also pointed out certain contradiction and inconsistency on the material point in the evidence of the management witnesses. He has further contended that services of the workman have

been terminated in violation of principle of natural justice and without following the due procedure under the relevant law. The impugned order is arbitrary and illegal. In support of his contentions, he has placed reliance on the following case laws:

1. 2002 SCC(L&S) 577 Lt. Governor (Admn.) and others vs Sadanandan Bhaskar and other.
2. (2007) 1 SCC (L&S) 961 Sriram Industrial Enterprises Ltd., vs Mahak Singh and others.
3. 2006 SCC (L&S) 1677 Hari Ram Maurya vs Union of India and others.

10. Per contra, the learned representative on behalf of the opposite party has urged that the opposite party has terminated the services of the workman for his alleged grave misconduct after giving him one month notice and notice salary under section 7 of 'Casual Labourers' Grant of Temporary status and Regularization Scheme' of 1993, but the workman refused to accept the same. The learned representative has further urged that charges of alleged misconduct levelled against the workman are well proved from the material on record. It is also urged that the workman was indulged in various kind of nefarious activities. Therefore, the services of the workman have been terminated properly justly and in accordance with the rules applicable in the case. In support of above contention reliance has been placed on the following case laws;

4. 2002(92)FLR 474 (Bombay High Court) Supertex (India) Corporation and another and Radheshyam K Pandey and another.
5. 2008(116)SCC FLR 357 United Bank of India and Tamil Nadu Banks Deposit Collectors Union and another.

11. I have given my thoughtful consideration on the arguments advance by the learned representatives of both the sides.

12. Admittedly, before passing the impugned order dtd. 18-10-2000, no charge sheet was issued and no departmental enquiry was conducted for the alleged misconduct of the workman. In notice dtd. 11-9-2000(4/5) said to be given by Superintending Archaeologist to the workman following charges of alleged misconduct have been levelled against him;

1. यह कि आपके द्वारा अपने निर्देशित स्थल पर कार्य नहीं किया गया वरन आप सिकन्दरा में पर्यटकों को गाईड करना व लंगूर बाजी करना आदि अवैध कार्यों में लिप्त पाए गए जिससे पर्यटकों के समक्ष विभाग की छवि धूमिल हुई।
2. यह कि जब आपको कार्य के लिए आदेशित किया गया आपके द्वारा अपने अधिकारियों को धमकी भरे स्वर में मना किया गया जो अनुशासन हीनता का घटक है।

3. यह कि आपने न तो स्वयं सरकारी कार्य के प्रति रुचि दिखाई वरन अन्य साथी कर्मचारियों को भी काम न करने के लिए विभाग के विरुद्ध प्रेरित किया जिससे अव्यवस्था का माहौल उत्पन्न हुआ।

4. यह कि आपके द्वारा बिना किसी पूर्व सूचना के अपने कार्य से अनुपस्थित दर्शाई गई जिससे सरकारी कार्य में बाधा उत्पन्न हुई।

5. यह कि आपके द्वारा सरकारी आवास का उपयोग किया गया जिसके लिए आप योग्य न थे एवं कई ज्ञापनों के उपरान्त आपके द्वारा सरकारी आवास तो खाली किया गया मगर वर्तमान में भी आप अपना निवास स्मारक परिसर में ही बनाए हुए हैं जो अतिक्रमण की श्रेणी में आता है।

6. यह कि आपके द्वारा डाक-बंगले गेट की दोहरी, तिहरी छविचौ बनवाई गई जिन्हें संरक्षण सहायक के मांगने पर भी जमा नहीं किया एवं समय-असमय उस दरवाजे से असांजिक तत्वों का आवागमन कराया गया।

7. यह कि आपके द्वारा सरकारी आवास में रहते हुए अतिरिक्त बिजली व पानी का उपयोग किया गया जिसका भुगतान सरकार को नहीं किया गया।

8. यह कि वर्तमान में भी आपके द्वारा सिकन्दरा स्मारक परिसर में अवैध तरीके से बिजली व पानी का उपयोग किया गया जिसका उपयोग निरंतर जारी है।

9. यह कि आपके द्वारा सरकारी आवासों के मरम्मत कार्य में भी व्यवधान डाला गया।

10. यह कि आपके द्वारा स्मारक बंद होने के पश्चात् रात्रि में अपने अधिकारियों के प्रति असंवैधानिक शब्दों का प्रयोग किया गया जिससे रात्रि इयूटी वाले कर्मचारियों के लिए समस्या उत्पन्न हुई।

11. यह कि आपके द्वारा अपने पिता के संरक्षण में नेतागदी व प्रेस में विभाग व अधिकारियों के विरुद्ध झूठे समाचार देने जैसे विभाग विरोधी कार्य किए गए।

12. यह कि आपकी अवैध गतिविधियों के लिए जब आपको ज्ञापन दिए गए तो आपके द्वारा उनके उत्तर नहीं दिए गए।

13. In 2008 (116) SCC FLR 357 while considering the question pertaining to circumstances when permission can be granted to an employer to lead evidence to justify its order of termination, Hon'ble Apex Court has observed that wrong permission granted to lead evidence and absence of acceptable evidence are conceptually different. Hon'ble Apex Court has also observed that where an employer failed to make an enquiry before dismissing or discharging a workman, it is open to him justify the action before the Tribunal by leading all relevant evidence before it and Tribunal is empowered to consider the evidence placed

before it for the first time in justification of the action taken only, if no enquiry has been held or after the enquiry conduct by an employer is found to be defective.

14. In *Neeta Kaplish vs. Presiding Officer, Labour Court* and another 1999 SCC (L & S) 302 Hon'ble Apex Court dealing with the matter under section 11A of the I.D. Act has held ;

"In all cases where enquiry has not been held or the enquiry has been found to be defective labour court/tribunal can call upon the management or the employer to justify action taken against the workman and to show by fresh evidence that the termination or dismissal order was proper. If management does not lead any evidence by availing of this opportunity, it cannot raise any grouse any subsequent stage that it should have been given that opportunity, as the Tribunal, in those circumstances, would be justified in passing an award in favour of the workman. If however, opportunity is availed of and evidence is adduced by the management, validity of action taken by it has to be scrutinized and adjudicated on the basis of such fresh evidence."

15. In the light above principle laid down by Hon'ble Apex Court the management was to lead fresh evidence to justify its action for alleged misconduct against the workman. In present case except aforementioned evidence of Sh. Munnazar Ali in his cross-examination, no other oral or documentary fresh evidence has been adduced by the management. Sh Munnazar Ali in his re-examination has only stated that the workman did not work properly at the place of his duty and what he has stated in his earlier statement may be considered as his evidence.

16. To prove the aforesaid alleged misconduct of the workman, except re-examining the Munnazar Ali witness, the opposite party has neither submitted any list of witness and documents nor produced any fresh documentary or other oral evidence in pursuance to this Tribunal order dated 20-12-2006.

17. Prior to decision on preliminary issues on 20-12-2000, the workman was examined and in rebuttal of his evidence four witnesses were examined by the opposite party. The workman has stated that no enquiry for any misconduct was ever held against him. He has denied all allegations of misconduct in his cross-examination and alleged that Sh. Munnazar Ali had enmity with him and he has leveled baseless and false allegations against him. In rebuttal, the management witness Sh Munnazar Ali, Conservation Assistant has alleged in his statement on oath that work of the workman was not satisfactory and he was indulged in following nefarious activities.

- a. Used to work as tourist guide during office hours.
- b. Bandarbazi
- c. Unauthorized possession of staff quarter.

- d. Keeping cattle in monument's premises.
- e. Having duplicate keys of gates of the monument.
- g. Theft of water tank for which FIR was lodged by the Hariom, Casual Labour.
- h. During inspection of the tomb on 8-8-2000 found absent since 4-8-2000.

18. In support of his evidence he has only referred documents memo dtd. 8-8-2000 (11/30), p memo dtd. 1-9-2000 (11/31) and notice dtd. 11-9-2000 (4/5), report to SHO, Police Station, Sikandara dtd. 19-9-2000 (11/32) FIR (11/3) and report of Hariom Casual Labour (11/34). He has stated that notice dtd. 11-9-2000 was served on the workman on 19-9-2000 and then action under sub-rule (1) of Rule 5 of the Central Civil Services (Temporary Service) Rules, 1965, his services were terminated by impugned order dtd. 18-10-2000.

19. In support of its case the opposite party has also examined witnesses Amar Singh, Mahesh Chand and Sonhari Lal. Their evidence is pertaining to service of impugned order (11/35) alongwith one month salary on the workman. Sh. Amar Singh, Beldar has stated that during years 1998 to 2000, his duty was not at Sikandara. He has also stated that the workman used to work as guide and he was also doing 'Langoorbazi' but in cross-examination he has stated that Firozshah Tomb is away from the Sikandara. But management witness Mahesh Chand has not supported the version of Sh. Munnazar Ali. He has stated that he was doing work with the workman during relevant period and the workman never remained absent during duty hours and he never indulged in activities of "Langoorbazi". Witness Sunhari Lal has shown his ignorance about the working of the workman as tourist guide. He has also stated that he never made any complaint in writing against the workman about his absence during office time. Thus, the statement of Sh. Munnazar Ali does not find support from the evidence of other witness regarding alleged misconduct of unauthorised occupancy, keeping duplicate keys, theft of water tank, unauthorised possession of quarter and keeping cattle in the monument premises.

20. Allegations in the memos dtd. 8-8-2000 (11/30) and memo dtd. 1-9-2000 (11/31) said to be given to the workman and allegation of misconduct in the statement of opposite party witness Munnazar Ali are very vague. Witness Munnazar Ali has not mentioned when and where workman was found doing the work of tourist guide, who saw him doing the same and who informed him about the above activity of the workman. He has also not mentioned any particular instance. It is also not clear from his statement what he means by so called 'Banderbazi'. He has not given any specific instance. He has also not mentioned which staff quarter was unauthorisedly occupied by the workman and when it was occupied. It is also not clear from his evidence which cattle, the workman used to keep and where

he used to keep them. As regard FIR for alleged theft of water tank neither copy of the FIR has been produced nor Sh. Hariom, Beldar who is said to be eyewitness & reported the matter, has been examined. Sh. Munnazar Ali has admitted that police did not take any action on the FIR. There is no evidence that after investigation in the matter any charge-sheet was ever submitted against the workman.

21. In notice dt. 11-9-2000 document (4/5) said to be given by the Superintending Archaeologist and which has been said to be delivered to the workman on 19-9-2000 as much as 12 allegations of misconduct has been mentioned but Sh. Munnazar Ali has said nothing about allegation of misconduct No. 2, 3 & 6 to 11 mentioned in the said notice dt. 11-9-2000 (4/5).

22. There is no specific allegations in the memo dt. 8-8-2000 (11/30) & memo dt. 1-9-2000 (11/31) said to be given by Sh. Munnazar Ali to the workman. Moreover, in said memos there is no allegation regarding working as tourist guide, Banderbazi, keeping cattle in the monumental premises & keeping duplicate keys and theft of Sintex water tank. The omission of above allegations of misconduct in aforesaid memo given by him, also impeach the credibility of the statement of Sh. Munnazar Ali witness. In report sent to SHO, Sikandara allegation are regarding gherao and abusing co-workers. Moreover, there is no material on record, which shows that on the said report, any charge-sheet after investigation was filed against the workman. Merely, on the basis of the reports made to the SHO, Sikandara it is not established that the workman had committed any alleged misconduct stated therein.

23. Thus, even from the evidence adduced by the opposite party prior to this Tribunal order dt. 20-12-2006, the charges levelled against him in notice dt. 11-9-2000 (4/5) are not proved. The allegations of misconduct are not specific and except allegation pertaining to absence at the time of inspection, all are very vague and ambiguous. Even to substantiate the allegation of absence for 4 days, no documentary evidence has been produced to support the said allegation. There is inconsistency in the evidence of the opposite party's witness on material point and memos said to be given to the workman and allegation in the notice dt. 11-9-2000 (4/5). Therefore, on the basis of evidence adduced by the opposite party no case of alleged misconduct could be said to have been made out against the workman.

24. The impugned order of terminating services of the workman (11/35) is as under ;

"In pursuance of sub-rule (1) of Rule 5 of the Central Civil Services Temporary Service Rules 1965, I., D.V. Sharma, Superintending Archaeologist hereby given notice to Sh. Suresh Chand, Daily Wager temporary status that his services shall stand terminated with effect from 19-10-2000 (afternoon) one month salary is being paid."

25. The aforesaid impugned order is undated. Moreover, the said order has been said to be passed under sub rule (1) of rule 5 of the Central Services Temporary Service Rules 1965. But said rule is not applicable in the matter of workman. The opposite party has raised preliminary objection in the written statement that Archaeological Survey of India is not a profit making Department and looking to the nature of work of the ASI it is not an industry. But in written argument submitted it is contended on the basis of case law that impugned order has been passed under clause 7 of 'Casual Labourers' Grant of Temporary status and Regularization Scheme of 1993. Thus, impliedly admitted that it fall under the definition of the industry. Moreover profit-making motive is not sine quo non of 'industry' functionally or definitionally. In case of Bangalore Water Supply and Sewerage Board Vs A. Rayap 1978 LLJ 349 Hon'ble Apex Court has laid down that three elements are necessary namely (1) the enterprise should pursue systematic activity (2) the systematic activity should be the result of organized co-operation between the employer & employees & (3) the activity should lead to the production and/or distribution of goods and services which attempt to fulfill human wants & services. It is also laid down that non-existence of profit making motive is an irrelevant consideration in determining whether an enterprise is an industry or not & this must decisive test for such purpose is the nature of the activity with special expression on the employer employee relations. Since ASI is managing monuments and also earning from the tourist who visit such monument. Moreover, CPWD, PWD & other department have been held industry, there is no distinguishing feature between ASI & CPWD, PWD etc. therefore, and it can not be said that the workman is not an industrial worker within the meaning of industrial dispute.

26. The learned representative of the opposite party has argued on the basis of case laws 2002 (92) SCC FLR 474 & 1997 (76) SCC FLR 522 that since the opposite party has lost confidence in the workman, his termination by impugned order is lawful. But the above contention is devoid of any force. In 2002 (92) SCC FLR 474, the employees was found to be guilty of mis-appropriate therefore, Hon'ble Apex Court hold that employer had lost confidence than substituting the finding & confidence of employer with that of its own in allowing reinstatement is not proper & fair on the part of the court. Where misconduct stands proved than by reason of gravity, court can not exercise its discretion. In 1977 (76) FLR (SC) 522 services of the Bank employee were terminated on the ground of loss of confidence & the employee was found guilty of mis-appropriate of society's fund. But in present case it is not the case of opposite party that services of the workman have been terminated on the ground of loss of confidence. The case of the opposite party is that services of the workman have been terminated on the ground of alleged misconduct mentioned in the notice dt. 11-9-2000.

27. In view of the above discussion, since the opposite party has failed to prove charges of alleged misconduct mentioned in its notice dt. 11-9-2000 (4/5), the impugned order dt. 18-10-2000 terminating the services of the workman w.e.f. 19-10-2000 is not justified & the same is liable to be set aside. Consequently the workman is entitled for his reinstatement in service.

28. Keeping in view the nature of appointment, age, nature of job, length of service of the workman rendered with the opposite party, intervening period when he remained out of job & having regards to the entire facts of the case, interest of justice will be sub-served, if quantum of back wages is confined to 25% for the total period the workman remained out of service.

29. Accordingly, the reference under adjudication is decided in favour of the workman to this extent that since impugned order dt. 18-10-2000 terminating the services of the workman is not justified, the workman is entitled for his reinstatement in the service with 25% back wages within two months from the date of publication of this award failing which he will be entitled for 8% interest on the due amount.

30. Award as above.

Lucknow

22-04-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 12 मई, 2009

का.आ. 1579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कम्बाईड शिपिंग सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुंबई के पंचाट (संदर्भ संख्या 2/42/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-31011/4/2007-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O.1579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/42/2007) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the management of Combined Shipping Service Pvt. Ltd., and their workmen, received by the Central Government on 11-05-2009.

[No. L-31011/4/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. Lad, Presiding Officer

Ref. No. CGIT-2/42 of 2007

Employers in Relation to the Management of Combined Shipping Services Pvt. Ltd.

The Managing Director
Combined Shipping Services Pvt. Ltd.
Valji Shamji Building
273, Shahid Bhagat Singh Road
Fort
Mumbai-400038.

And

Their Workmen

Mr. S. Manoharan
Paldurai Chawl
Patel Compound
Opp. Orlam Church
Marve Road
Malad (W)
Mumbai-400064.

APPEARANCES

For the employer : No appearance.

For the workmen : No appearance.

Mumbai, dated 12th March, 2009.

AWARD

The Government of India, Ministry of Labour by its Order No. L-31011/4/2007-IR (B-II) dated 05-09-2007 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether Shri S. Manoharan was in the service of Combined Shipping Services Pvt. Ltd., Mumbai. If so whether the action of the management of Combined Shipping Services Pvt. Ltd., Mumbai in terminating his services w.e.f. 01-08-2006 is justified? If not, what relief the concerned workman is entitled to?”

2. Though notices were sent to both the parties vide Ex-5 & 6 as well as Ex-9 & 10, nobody appeared in the reference. Hence the order :

ORDER

Reference is disposed of for want of prosecution.

Dated : 12-03-2009

A. A. LAD, Presiding Officer

नई दिल्ली, 12 मई, 2009

क्र.आ. 1580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबंध में निवेदन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणेस्वर के पंचकट (संदर्भ संख्या 2001 का 92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/123/1992-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O.1580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9 of 2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Reserve Bank of India and their workmen, received by the Central Government on 11-05-2009.

[No. L-12012/123/1992-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present : N. K. R. Mohapatra, Presiding Officer

Tr. INDUSTRIAL DISPUTE CASE NO. 92/2001

Date of Passing Award—27th March 2009

Between :

The Management of the Manager,
Reserve Bank of India, Pandit Jawaharlal Nehru Marg,
Bhubaneswar—751 001.

....1st Party-Management.

(AND)

Their workmen represented through the Secretary,
Reserve Bank Employees Association, Annexee Building,
(Ground Floor), C/o. Reserve Bank of India,
Pandit Jawaharlal Nehru Marg,
Bhubaneswar-751 001.

....2nd Party-Union.

APPEARANCES

Shri T. Srinivasa Rao, ...For the 1st Party-
DGM, RBI, BBSR. Management.

Shri Hari Krishna ...For the 2nd Party-Union.
Tripathy.

Secretary, Workers Union.

AWARD

The Government of India, Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/123/92-IR.B.HMB.I, dated 18-11-1992.

"Whether the action of the management of Reserve Bank of India, Bhubaneswar in denying weekly holidays and national holidays to Electrician-cum-Caretaker is justified? If not, to what relief the workman is entitled to?"

2. Admittedly the Management No. 1 used to have Electrician-cum-Care Taker on regular basis in its establishment. But these electricians were not permitted to avail public holidays and national holidays as enjoyed by other staff of their cadre. As they were denied of enjoying such benefits on the ground that they are being paid special allowances, the Union raised a dispute before the Asst. Labour Commissioner (Central) resulting the same in the present reference.

3. The Management on the other hand contended that the post of Electrician-cum-Care Taker is filled up normally from amongst the Class-IV employees of the bank who are willing to work as Care Taker as also by direct recruitment, and these Care Takers come under Class-III category but they do not have any fixed duty hours. The Care Takers attached to Staff quarters are required to attend some essential services on Sundays and holidays and during uncertain hours and for this the Care Takers attached to the residential quarters are provided with accommodation within the premises. The Care Takers attached to the office premises are not required to attend the office on Sundays and Holidays and therefore they have not been provided with any quarters within the office premises. The Management-Bank at Bhubaneswar has got two Care Takers, to supervise the maintenance of the residential premises and for this they have been provided accommodation within the said premises. Besides, one more Care Taker is also attached to the office of the Management but he has not been provided with any residential accommodation within the office premises for he is not required to attend some essential services during odd hours or during Sundays and other holidays. It is further contended by the Management that as per the Desai Award these Care Takers are granted special allowances for rendering service in odd hours as also during holidays. As per the settlement dated 29th August 1989 between the Management and All India Reserve Bank Employees Association these employees are also being paid special allowances in addition to the allowances payable under the Sastri Award and that as per the above settlement such allowances is being paid considering their uncertain duty hours and as such they are not entitled to avail public

holidays and National holidays like others. It is further contended by the Management that the nature of the work of these employees being supervisory in nature and their wages being much above Rs. 1600 they are not to be called as workman and hence the reference is not maintainable.

4. On the above pleadings of the parties the following issues were framed. :

ISSUES

1. Is the action of the Management of Reserve Bank of India, Bhubaneswar in denying weekly holidays and national holidays to Electrician-cum-Care-Taker justified ?
2. To what relief, if any, the workman is entitled ?
3. Whether the disputants are workman within the meaning of the term?

5. During pendency of the case the Union filed a petition on 28-3-2007 intending to withdraw the reference and after the said petition was rejected it did not pay any interest to contest the case and therefore, the Union was set ex parte. The Management on the other hand adduced ex parte evidence supported by several documents.

FINDINGS

ISSUE NO. I, II and III

6. All the issues are taken up together as they are inter-linked.

The evidence adduced by the Management Witness shows that the duty of an Electrician-cum-Care Taker is to repair minor Electric faults as and when required besides attending to their main duties of supervising the work of Sweeper, Khalasies and of the contractors engaged for horticulture, plumbing and carpentry work. As a Care Taker it is also his duty to ensure timely execution of the work by the contractors. The evidence of the Management further indicates that the nature of work of Sweeper, Plumber and that of contractors are such that a Care Taker is required to work not only on odd hours but also on Sundays and other holidays. The evidence on record further shows that for the above reasons the Care Takers are paid special allowance as per Desai Award. In addition to that they are also being paid one-man special allowance as per Settlement of 1989 and 2005 (Ext.-1 and 2). And it is revised from time to time.

7. Thus in view of the above unchallenged evidence of the Management that the Care Takers are paid special allowance for working on Sundays and other holidays, I find no force in the demand of the Union.

8. Accordingly the reference is answered ex-parte against the Union with no relief.

N. K. R. MOHAPATRA, Presiding Officer

List of witnesses Examined on Behalf of the 2nd Party-Union

No witnesses have been examined on behalf of the 2nd Party-Union.

List of Documents Exhibited on Behalf of the 2nd Party-Union

- | | |
|--------|---|
| Ext.-1 | A copy of the settlement dated the 29-8-1989. |
| Ext.-2 | A copy of the settlement dated the 5-10-2005. |
| Ext.-3 | A copy of salary particulars of Shri Sanatan Nayak. |
| Ext.-4 | A copy of salary particulars of Shri Raj Kishore Mohapatra. |

List of Witnesses Exhibited on Behalf of the 1st Party—Management

M. W1 : Shri Pratap Kumar Mohapatra

List of Documents Exhibited on Behalf of the 1st Party—Management

- | | |
|--------|--|
| Ext.-A | An extract of the settlement dated 23-6-1995. |
| Ext.-B | An extract of the settlement dated 18-8-2000. |
| Ext.-C | An extract of the relevant paragraph (para 13:1) of Desai Award. |
| Ext.-D | An extract of the relevant paragraph (para 7:11) of Deghe Award. |
| Ext.-E | An extract of the relevant paragraph (para 28:17) of Deghe Award. |
| Ext.-F | A copy of office order No. 73/93/94 dated 29-9-1993. |
| Ext.-G | A copy of the letter of appointment issued to Shri S. K. Mohanty bearing No. Staff/Appt/ 5316 dated 24-4-1980. |
| Ext.-H | A copy of office order No. 89/92-93 dated 19-11-1992. |
| Ext.-J | A copy of the letter of appointment issued to Shri R. K. Mohapatra bearing No. Staff/Appt. 1990/PF/82-83 dated 19-11-1992. |
| Ext.-K | A copy of office order No. 130/82-83 dated 10-2-1983. |
| Ext.-L | Circular dated 22-12-2005. |
| Ext.-M | Circular dated 29-5-2008. |

नई दिल्ली, 12 मई, 2009

क्र.आ.1581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध निरोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 33/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/117/2007-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O. 1581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.33/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 11-5-2009.

[No. L-12012/117/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present : Sri N. K. R. Mohapatra, Presiding Officer

Industrial Dispute Case No. 33/2007

Date of Passing award 13th April, 2009

BETWEEN

The Management of (1) the Chief General Manager, State Bank of India, LHO, III/1, Pt. Jawahar Lal Nehru Marg, Bhubaneswar, Orissa.

(2) The Regional Manager, State bank of India, Regional Office, Brahma Nagar, Near New Bus Stand, PO. Berhampur, Orissa Distt. Ganjam.

---1st Party Managements

AND

Their Workman Shri G. Neelakanteswar Rao, C/o. Shri Ramesh Panigrahi Colony, 4th Lane, Kothari Temple Road, Old Berhampur, Orissa, Distt. Ganjam.

---2nd Party Workman

APPEARANCES

Shri P. K. Mohanty,	: For the 1st Party
Manager, Law	Managements
Shri G. Neelakanteswar	: For Himself the 2nd Party
Rao	: Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-12012/117/2007-IR (B-I), Dated 8-10-2007.

“Whether the action of the Management of State Bank of India in relating to their Bhapur Bazar Evening Branch, in terminating the services of Shri G. Neelakanteswar Rao with effect from 1-6-1991 without complying the provisions of the Industrial Disputes Act, 1947, is legal and Justified? If not, to what relief the workman concerned is entitled to?”

2. The disputant was engaged with effect from 20-7-1981 under the Bhapur Bazaar Evening Branch of State Bank of India Management in Berhampur (Ganjam) Orissa to act as its Authorized Agent-cum-Deposit Collector under its Janata Daily Deposit Scheme incorporated by the State Bank of India at its different branches in 1971. After so being engaged the disputant it is alleged, rendered necessary service as required under the scheme on getting commission @ 3.5% over the deposit collected from time to time and his engagement was renewed up till May, 1991 and then it was not renewed. As a result the disputant became jobless and therefore raised an Industrial Dispute resulting in the present reference. It is alleged by the workman that by not renewing his term of engagement, the Management was guilty of terminating him without any terminal benefits and as such the action of the management was bad under law.

3. The management in its written statement stated that the engagement of the disputant being on contractual basis under a scheme, on the closure of the said scheme his engagement could not be extended and as such his above termination does not amount to retrenchment to claim any benefit under Industrial Disputes Act. Besides it is further contended that the nature of engagement of the workman under the scheme was such that there was no employee and employer relationship between them and hence he was not required to be issued with any letter of termination in advance or paid any terminal benefits, his non-engagement being on expiry of the term for with he was engaged.

4. On the aforesaid pleadings of the parties the following issues were framed:

ISSUES

1. Whether the reference is maintainable?
2. Whether the Disputant was a workman within the definition of the term?
3. Whether the termination/non-engagement of workman amounts to retrenchment with effect from 1-6-1991 and if so to what relief the workman is entitled to?
5. The workman examined himself as WW-1 and marked several documents as Ext. 1 to 8/1. The Management also examined a witness as MW-1 and marked documents as A to E.

FINDINGS**ISSUE No. 1**

6. From the documents filed by the parties it appears that earlier in 1980 the Government of India had made a reference to the Industrial Tribunal, Hyderabad to examine whether the Deposit Collectors engaged by several banks (eleven in number) were entitled to get the pay scale, allowances and other service benefits as available to a regular clerical employees of these banks. The Industrial Tribunal in its award granted some of the reliefs to these Deposit Collectors. Not being happy with the said order the matter was carried to Andhra High Court but it was of no consequence. As a result the Indian Banks Association again carried the matter to Hon'ble Supreme Court as reported in AIR 2001 SC 946. While dismissing the said case in the above reported case the Apex Court came to hold that the Deposit Collectors are "Workman" within the Industrial Disputes Act and as such the present reference of the Government is held to be maintainable in its present form.

ISSUE No. 2 & 3

These issues are taken up together as they are inter-linked.

From another judgement of the Hon'ble Supreme Court (Ext.-E) in Transfer Case (C) No. 79/2005 between Andhra Pradesh Bank Deposit Collectors Association and another Versus State Bank of India and another, it is gathered that when the Janata Deposit Scheme under which the disputant-workman and many others were engaged was declared closed by the State Bank of India several writ petitions were filed for a direction to continue the Scheme. Having considered these writ applications in the above noted Transfer Case (C) No. 79/2005 the Hon'ble Supreme Court in their common judgement came to hold on the submission of the Deposit Collectors that they have no doubt been declared as workman but they are not entitled to

retrenchment compensation under Section 25-F of the Industrial Disputes Act. The Court further held that the Janata Deposit Scheme under which the workman and others were engaged having been abandoned by way of policy decision there was no infraction of Section 25-F of the Industrial Disputes Act.

8. From the above observation of the Hon'ble Apex Court it is no doubt clear that the termination of the workman does not amount to retrenchment to attract Section 25-F of the Industrial Disputes Act. But looking at the terms of reference it can not be said that the workman is not entitled for any other relief.

9. In their above referred judgement the Hon'ble Court have categorically held that the Deposit Collectors are workman under the Industrial Disputes Act. In the case reported in AIR 2001 it has further been held that the commissions received by these persons was nothing but wages. While denying the retrenchment benefits under section 25-F of the Industrial Disputes Act it has further been observed by the Apex Court in the other case (Ext. E) that the termination of the Deposit Collectors was the resultant outcome of the closure/abandonment of the Scheme under they were engaged.

10. Section 25-FFF prescribes compensation to workman in case of closing down of an undertaking falling under Chapter V(A) of the Act. Similar provisions has also been made under Section 25(O) in respect of an undertakings of an Industrial Establishments falling under Chapter V(B) of the Act.

11. The word "undertaking" used in the above Sections has not been defined in the Act, though it has been included within the definition of an Industry. In a case between Management of Hindustan Steel Limited Versus their workman reported in 1973-LAB-I-C-461 (SC) the closure of the Ranchi Housing Project of the company was held to be a real and genuine closure. The court pointed out that the word "Undertaking" as used in Section 25-FFF appears to have been used in its ordinary sense connoting thereby any work, enterprise, project or business undertaking. It is not intended to cover the entire industry or business of the employer.

12. From the pleadings of the parties and the evidence adduced by them and also from the facts of the case reported in AIR 2001 (supra) it is evident that for promoting its business in the field of "Small Saving" the Management introduced a Scheme called "Janata Daily Deposit Scheme" and under the said Scheme persons like the workman were engaged as Deposit Collector to collect funds from small deposits by making door to door approaches. The introduction of such a scheme speaks of a project that was undertaken by the Management throughout India to uplift its banking

business. Therefore, the introduction of the Scheme and its functions speaks of creation of an undertaking within the Industry and therefore, the abandonment of the Scheme would undoubtedly amounts to closure of an undertaking within the ambit of Section 25-FFF and 25(O) of the Act.

13. It is on record that the Scheme was in vogue in State Bank of India and in its all other branch banks including the one which has been arrayed as Management in this case. The evidence of the workman shows that himself and two others were engaged by the Management Bank in its branch bank at Bhapur while similar other persons were engaged in other branches. The total Deposit Collectors engaged by the present Management not being more than 3, the present cases would certainly fall under Chapter V-A of the Act in so as the present Management Bank is concerned and would fall under Chapter-V(B) of the State Bank of India is taken as a whole.

14. The evidence adduced by the parties shows that the workman was engaged in July, 1981 and was disengaged in May, 1991, suggesting that by the time he was terminated he was under continuous employment for more than one complete year as defined under Section 25-B of the Industrial Disputes Act. As admittedly he was not paid any closure compensation or served with no notice prior to such termination, he under Section 25-FFF is entitled to get closure compensation as per Section 25-F of the Industrial Disputes Act as if it is a case of retrenchment. As admitted by the parties the workman was not getting any fixed wages. Therefore, on an average calculation, taking into consideration the length of his service period, the Management is directed to pay a consolidated compensation of Rs. 50,000 to the workman within two months from the date of communication of the Award.

15. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

**List of Witnesses Examined on Behalf of the
2nd Party Workman**

WW1—Shri G. Nilakantheswar Rao

**List of Documents Exhibited on behalf of the
2nd Party Workman**

- Ext.-1-Identity Card issued on 20-7-1981.
- Ext.-1/1-Identity Card renewed up to June 1991.
- Ext.-2-Bank Circular Janta Deposit Scheme.
- Ext.-3-Judgement of High Court of Judicature, Andhra Pradesh, Hyderabad.
- Ext.-4-Circulars of Federation.
- Ext.-5-Option letter dated 24-8-1998.
- Ext.-6-Findings of the Supreme Court.

Ext.-7-Findings of the Hon'ble Orissa High Court in O.J.C. No. 6561/2000.

Ext.-8-Representation dated 11-12-2004.

Ext.-8/1-Representation dated 24-01-2005.

**List of Witnesses Examined on behalf of the
1st Party Management**

MW-1-Shri A. V. Ratnakar Rao.

**List of Documents Exhibited on behalf of the
1st Party Management**

Ext.-A-Findings of the Supreme Court.

Ext.-B-Report No. RMSL-29/287, dated 27-9-1988.

Ext.-C-Copy of order dated 4-11-2004 in O.J.C. No. 6561 of 2000.

Ext.-D-Copy of order of the Crl. M.C. No. 96/91.

Ext.-E-Copy of order of the Supreme Court in Transferred Case (C) No. 79/2005.

नई दिल्ली, 12 मई, 2009

क्र.अ. 1582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लक्ष्मी विलास बैंक लि. के प्रबंधांत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. II, मुम्बई के पंचाट (संदर्भ संख्या 60/2003) को प्रकशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/173/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O. 1582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the management of of Laxmi Vilas Bank Limited and their workmen, received by the Central Government on 11-5-2009.

[No. L-12012/173/2003-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

Present : A.A. Lad, Presiding Officer

Reference No. CGIT-2/60 of 2003

Employers in relation to the Management of Laxmi Vilas Bank Limited

The Assistant General Manager Laxmi Vilas Bank Limited Personnel Department,
Administrative Office Post Box No. 2
Salem Road, Kathapara, Karur-639 006.

And

Their Workmen

Shri Gangadhar Srinivas

C/o Ramalu

Room No. 75, Sunder-Kamal Nagar

Opp. Gandhi Market

King's Circle, Sion

Mumbai-400 022.

APPEARANCES

For the Employer : Mr. Tariq Baig, Advocate.

For the Workman : Mr. J.H. Sawant, Advocate.

Mumbai, dated 13th March, 2009

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/173/2003-IR(B-I) dated 12-9-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Laxmi Vilas Bank Ltd. in terminating the services of Shri Gangadhar Srinivas w.e.f. 1-3-2001 is justified? If not, what relief the workman, Shri Gangadhar Srinivas is entitled to?"

2. Claim statement is filed by second party workman at Ex-7 which was replied by first party by filing Written Statement at Ex-9. Issues are framed at Ex-14 and matter was fixed for recording evidence.

3. Advocate for workman requested to take matter in Lok Adalat. Accordingly reference was taken in Lok Adalat vide Ex-17. Advocate for workman filed purshis Ex-18 for disposing the reference and same is disposed of in Lok Adalat. Hence the order:

ORDER

Reference is disposed of vide Ex-17 & Ex-18 in Lok Adalat.

Dated 13-3-2009

A. A. LAD, Presiding Officer

Ex-17

BEFORE THE LOK ADALAT HELD ON 13TH
MARCH, 2009

Proceedings in respect of

Ref. CGIT-2/60/2003

Parties :

Laxmi Vilas Bank

V/s.

Gangadhar Srinivas

Panel :

Shri M.B. Anchan, Advocate

Shri S.B. Kadam, Advocate

Shri S.V. Alva, Advocate

Appearance :

For the First Party : Mr. Tariq Baig, Advocate

For the Second Party : Mr. J.H. Sawant, Advocate

Mr. Jaiprakash Sawant informs the Panel that the 2nd party does not desire to proceed with the above matter. On 2nd party's instructions, Mr. Sawant files an application withdrawing the above matter. Matter be fixed for passing Award.

Sd/-

(J.H. Sawant)

Adv for 2nd party

Seen

S/d-

Presiding Officer

CGIT-2, Mumbai

Sd/-

(S.B.Kadam)

Panelists

Sd/-

(M.B.Anchan)

Sd/-

(S.V. Alva)

Ex-18

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Ref. No. CGIT-2/60 of 2003

M/s. Laxmi Vilas Bank

..... First Party

V/s.

Their Workman, Gangadhar Srinivas ... Second Party

Application for disposal of the Reference proceedings
for want of prosecution

May it Please Your Honour

The Second party workman expired and members of his family are not interested in pursuing the claim.

The reference proceedings, therefore, may please be treated as disposed of for want of prosecution.

Mumbai

Date : 13-3-2009

Sd/-

(Jaiprakash Sawant)

Advocate for the Second Party

No objection

taken on record

Sd/-

Sd/-

(Adv for First Party)

(Panelists of Lok Adalat)

Seen

Sd/- P.O. (CGIT-2) Mumbai.

नई दिल्ली, 12 मई, 2009

का.आ. 1583 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 235, 236, 239, 252, 253, 254/2004 एवं 3, 20/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/05/2009-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O. 1583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 235, 236, 239, 252, 253, 254/2004 & 3, 20/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workman, received by the Central Government on 11-5-2009.

[No. L-12025/05/2009-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR-COURT
AT HYDERABAD**

Present: - Shri Ved Prakash Gaur, Presiding Officer

Dated the 24th day of March, 2009

**Industrial Dispute L.C. Nos. 235/2004, 236/2004,
239/2004, 252/2004, 253/2004, 254/2004,
3/2005 & 20/2005**

Between:

Sl. No.	Name of the Petitioner	Number
1	2	3
1	Makalla Sambaiah S/o M Ratnaiah R/o 11-55/42, Kummari Kunta Colony, Vidyanagar, Narsampeta, Warangal- 506 132.	LCID 235/2004
2	Gadda Sarangam, S/o G. Kattaiah, R/o 12-59, Harijanawada, Narasampeta (Vill & Mandal), Warangal District -506 132.	LCID 236/2004
3	Sri Teeti Parsa Ramulu, S/o T. Kanakaiah, R/o 11/45/55 A, Kummarkunta Colony, Harijanwada, Narsampeta Warangal Dist.- 506 132.	LCID 239/2004
4	Sri Madasu Saraiah, S/o M. Muthaiah, R/o 11-34/A, Ramnagar, SC Colony, Narsampeta, Warangal Dist	LCID 252/2004
5	Sri Jannu Pochaiah, S/o Late J. Veeraiah, H. No. 6-63/7, Harijan Colony, Sai Nagar (VI Ward), Narsampeta, Warangal Dist.-506 132.	LCID 253/2004
6	Sri Teeti Srinivas, S/o T. Kanakaiah, R/o 11-55/42, Kummari Kunta Colony, Vidyanagar, Narsampeta, Warangal-506132	LCID 254/2004

1	2	3
7	Sri Kaleru Venkanna, S/o K. Lalaiah, R/o 1-4, 1st ward, Tallapusapally village, Kesamudram Mandal, Warangal - 501 101.	LCID 3/2005
8	Sri Tirukovela Bikshapati, S/o T. Thirupathi, R/o H. No. 3-97, Chinna Malla Reddy Village & Post, Kamareddy Mandal, Nizamabad Distt.- 503 112.	LCID 20/2005

And

The Assistant General Manager,
State Bank of India
Personnel & HRD, Local Head Office,
Bank Street, Koti,
Hyderabad.

.....Respondent

Appearances :

For the Petitioner : M/s. C. Vijaya Sekhar Reddy &
S. Vijaya Venkatesh,
Advocates

For the Respondent : M/s. B. G. Ravindra Reddy &
B. V. Chandra Sekhar,
Advocates

AWARD

All the above cases have been filed by the Petitioners U/s 2A(2) of Industrial Disputes Act, 1947 in the light of the case law of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The facts of LC 235/2004 are that the Petitioner of this case was appointed as non-messenger on 1-8-1988 in State Bank of India, Ashok Nagar Branch, Warangal. There he worked from 1-8-86 to 30-6-92 for a total period of 195 days. In the year 1992 in response to the paper advertisement he attended the interview conducted by the Respondent management and he was successful in the interview, he was empanelled for regularization in the year 1992 and was absorbed as non-messenger in 1992. Since then, he worked continuously in the said branch of the bank till 31-3-97. Surprisingly his services were terminated by the oral orders w.e.f 31-3-97 without any notice or without paying one month's salary in lieu of the notice, thus contravening the provisions of the Industrial Disputes Act, 1947. Petitioner was drawing Rs. 4500 p.m. at the time of termination. He has disclosed his educational qualifications and his caste to be of SC category and ninth class passed. The Petitioner has submitted that the bank entered into agreement between the employees union and the bank management in the matter of regularization of the services of the casual labourers.

Since bank did not regularize the services of the Petitioner he filed WP 4194 of 1997 before the Hon'ble High Court of A.P. to enforce agreement entered into between bank employees. The Hon'ble High Court of A.P. directed the bank to carry out the terms of the settlement before expiry of March, 1997. The Hon'ble High Court of A.P. also recorded finding that bank can not escape its liability of enforcement of the settlement. In view of the direction given by the Hon'ble High Court of A.P. in WP 4194/1997 all those candidates whose names appeared in the selected panel prepared on the basis of the agreement entered into on 17-11-1987. The panel was made valid upto 31-3-1997. But the bank contrary to the direction given by Hon'ble High Court of A.P., on 5-3-1997 issued proceeding dated 25-3-97, 27-3-97 and 31-3-97 instructed various authorities of the management not to continue temporary employees who were in the services of the bank from April, 1997. The Petitioner was not given one month's notice or one month salary in lieu of the notice as required u/s 25F of the Industrial Disputes Act, 1947. The action of the management is arbitrary, illegal and contrary to the provisions of the Industrial Disputes Act, 1947.

3. Counter has been filed by the Respondent management. The management has denied the averments made in the claim petition. It is submitted that to tide over the senior subordinate staff constant which arose out the leave vacancies and also the restrictions imposed by Government of India, Reserve Bank of India on the intake of the staff, the Respondent bank used to engage subordinate staff (messengers, sweepers, sweeper-cum-water boy) depending upon the availability of the work on a purely temporary basis for a smooth and uninterrupted functioning of the branches. They have further submitted that All India State Bank of India Staff Federation which represented majority of the employees of the bank comprising of 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service and who were ineligible for any kind of protection under the Industrial Disputes Act, 1947 requested the bank to give a chance for being considered for absorption and permanent appointment of such temporary employees. Discussions were held between the federation and the bank management and issues were discussed in all aspects, and accordingly, it was felt that it would be just and fair and reasonable that a settlement should be reached out of several factors covered under the settlement those who have bearing on the issues under consideration in the present matter have been brought out in the following paragraphs. It has been mentioned in para 4 of the counter, as it could be seen that 1st settlement for brevity, to temporary employees, the approach paper also specify para 6(c) that bank would provide one time opportunity to all temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 would be reconsidered for re-employment in terms of the scheme. The Respondent have gone further, wherein even those persons working after 1975 were also

considered. From the above, it can be seen that there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as persons possible subject to availability of the vacancies. They have further submitted that at para 6(a) of the approach paper it was made clear that this would be one time exercise in full and final settlement. They have further submitted that on 9-1-91 another settlement was entered into which is referred as 4th settlement for brevity. In furtherance of the settlement dated 17-11-87, 16-6-88 and 27-10-98 agreeing inter alia to consider the cases of temporary employees and casual/daily wage separately in the vacancies likely to arise upto 1994 and 1995-96 respectively. Accordingly it was agreed to substitute the year 1992 with 1994. In the first settlement dated 17-11-87, in other words separate panels were to be prepared for temporary employees and casual/daily wagers for filling up the vacancies arising between 1988 to 1994. The panels were prepared year-wise separately for messengers and non messengers in the descending order of temporary services put in by the candidates during the period 1-7-75 to 31-7-1988. They have further submitted that 5th settlement dated 30-7-96 was also entered into between the parties were under settlement dated 17-11-87, 16-7-88, 27-10-88 and 9-1-91 were referred and it was agreed between the parties that the panels of temporary employees and daily wage/casual employees will be kept alive upto March, 1997 for filling vacancies existing at and on 31-12-1994 as per norms agreed between the union and the bank management. It has further been agreed that the said panels would lapse after March, 1997. It was further provided and agreed that all messengerial vacancies in the subordinate cadre including part time attendars specifically provided as leave reserve will be filled by the end of 31st March, 1997. They have further submitted that on 27-2-1997 the Memorandum of Understanding was also signed between the Federations and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 as being completed by the central office and thereby 403 messengerial vacancies were sanctioned to the circle of the management bank and it was agreed that panel of temporary employees and agreement was reached accordingly. It was further agreed that both the panels of temporary employees and casual employees would lapse on 31-3-1997. The Respondent have further submitted that the Petitioner's have not put in more number of days than those persons who have been absorbed. The person who has put in an aggregate temporary service of less than 240 days in continuous 12 months period during 1-7-75 to 31-7-88 had no right to seek direction to consider his candidature for absorption. The case of Petitioner has been considered under the settlement dated 17-11-87, 16-7-88, 27-10-88, 9-1-91 and 30-7-96. Having got the case of the Petitioner considered under the provisions and terms of these settlements, the Petitioner was not found suitable for absorption. The management has not violated the terms of the settlement. The panels under the settlement were expressly made time bound, the last extension of the

period expired on 31-3-97. This was a communicated term of settlement and can not be modified in any proceeding of law. The Petitioners filed Writ petition who were called for the interview and empanelled. The Petitioner filed WP No. 12964/94, the Hon'ble High Court of A.P., came to the conclusion and held that the Petitioners therein were not entitled to any relief, they can claim only enforcement of the settlements if there is any right flowing from it or it has been violated. Thus, Petitioners have not been able to get any relief from the Hon'ble High Court of A.P. since the panels have been expired on 31-3-97 and the Petitioners have not been clarified to be absorbed in the service. They were disengaged from the service and now they are not entitled for any relief.

4. In all the other cases, the factual position as mentioned above has been enumerated by the Petitioners and bank has also filed same counter statement in all the other cases.

5. Parties were directed to produce the evidence. In case No.LC. 235/2004, Makalla Sambaiha has filed his affidavit as back as on 9-1-2006. He presented himself for cross examination. He admitted in the cross examination that he was not sponsored by employment exchange. He used to work on the availability of work, he appeared for interview called by the Respondent Management and his name appeared in the panel of the year 1992 for absorption in future vacancy. He has denied the suggestion of the bank that he was not absorbed because the vacancies were filled on regular vacancies as per settlement by the seniors, Respondent bank has also filed affidavit of Ch. Vijaya Sekhar, Chief Manager, Personnel and HRD, State Bank of India, Hyderabad Zonal Office. He has categorically denied the averments made in the claim statement and has supported the facts mentioned in counter statement.

6. In case No.236/2004, Sri Gadda Sarangam has filed his affidavit. He has presented himself for the cross examination, wherein he has also admitted that he was called for interview and was selected and empanelled in the year 1992. He has also denied the suggestion that he was not absorbed because of the vacancies of the bank were filled by seniors on regular basis as per settlement. From the side of the bank, Sri Ch. Vijaya Sekhar has filed his affidavit but, he has not been cross examined. The bank has also filed documents containing the settlements dated 17-11-87, 16-7-88, 27-10-88, and 9-1-91, minutes of conciliation proceedings dated 9-6-95, settlement dated 30-7-96, memorandum of understanding dated 27-2-97, particulars of 1989 messengers panel, particulars of 1989 non-messengers panel, particulars of 1992, general attendants panel, judgement of Hon'ble High Court of A.P. in WP No.86/1998 dated 1-5-98, judgement of Hon'ble Supreme Court of India in SLP No.11886-11888/98 dated 10-8-98.

7. In case No.239/2004, Petitioner Sri Teeti Parasa Ramulu has filed his affidavit and presented himself for cross examination. The Respondent's side has presented the affidavit of Sri Ch. Vijaya Sekhar and has filed documents as mentioned above.

8. In case No.252/2004, Sri M. Saraiah, has filed his

affidavit, presented himself for cross examination. He has also stated that his name was included in the panel of 1989. He has stated that some of the temporary employees whose names were included in the panels were given appointments. Though he has stated that one person who was junior to him and who has worked less than himself in the Warangal was given appointment, but he has further stated that he do not have any record to that effect. The Respondent has presented the affidavit of Sri Ch. Vijaya Sekhar has filed his affidavit and he verified the documents for 62 days and he was not also sponsored by the employment exchange. He has stated that he used to work on the availability of the work. He was called for interview and his name was enlisted in panel of 1989. He has admitted that no junior to him was given regular appointment in Narasampet branch. That he has denied that according to the terms of settlements, the panel was to lapse on 31-3-1997 but the term of settlement arrived at between the parties is stipulated that the panels has come to an end on 31-3-1997. Thus denial of this witness regarding the terms of the settlement has got no merit. From the side of the Respondent, Sri Ch. Vijaya Sekhar has filed his affidavit in support of their claim, who has verified the documents presented by the Respondent.

9. Petitioner of case No.254/2004 Sri T. Srinivas has presented his affidavit and appeared for cross examination. He has accepted that he was given appointment in 1989 for a total period of 18 days. He has further stated that he worked upon the availability of the work. He has further stated that he has not worked continuously, though he has stated that he has worked for 240 days but in different names. This shows that the Petitioner has not worked for 240 days in any of the years. If he has worked in the name of the other persons, then it will not be to any credit or any benefit of the Petitioner in the matter of regularization. He admitted that the settlements entered between the bank and the union was lapsed on 31-3-97. He has further stated that he has not filed any document to prove that he has worked for 240 days in a year. From the side of the Respondent, Sri Ch. Vijaya Sekhar has filed his affidavit and he verified the documents.

10. In case No.LC 3/2005, Petitioner Sri K. Venkanna has filed his affidavit. He also appeared for the cross examination. He has also stated in cross examination that he was empanelled in the year 1988-92. He has stated that he has not filed any proof to show that he had worked for 240 days in a year. From the side of the Respondent, Sri Ch. Vijaya Sekhar has filed his affidavit.

11. In case No.LC. 20/2005, Sri T. Bikshapathi has filed his affidavit and presented himself for cross examination. He has stated that his name finds place in the panel of 1989. From the side of the Respondent, Sri Ch. Vijaya Sekhar has filed his affidavit and he has marked the documents filed by the Respondent bank in the panel of 1989. From the side of the Respondent, Sri Ch. Vijaya Sekhar has filed his affidavit and he has, marked the documents filed by the Respondent bank.

12. Both parties filed their written argument. None appeared from the side of the Petitioners to make oral submissions. As such the arguments of the Respondent's counsel has been heard. I have gone through the record of each and every case pleadings of the parties and evidence produced before this tribunal. In each and every case, the Petitioner's contention is that they were disengaged from the services from 31-3-97 without any notice or without any retrenchment compensation. It has been argued by the Learned Counsel for the Respondent that there have been settlements between the bank union and the bank management on five occasions as mentioned in the counter statement of the management. Wherein it was stipulated that the panel of the names shall be prepared by the bank management and the workmen empanelled in those lists shall be absorbed in order of their suitability and seniority. In the year 1980 Petitioners have admitted in their cross examination that no person junior to them has been regularized and the Petitioner of case No. LCID 254/2004, T. Srinivas, has categorically admitted in his cross examination that the settlement entered between the management and the union was lapsed on 31-3-97. Though he has stated that it is not true to suggest that since the panel has expired, he is not entitled for regularization after 31-3-97, but there is a settlement between the employees union and the bank management federation that the panel prepared by the federation shall lapse after 31-3-97. The Hon'ble High Court of A.P. in WP No. 86/1998 has not given any relief to the Petitioners, though the Hon'ble Court has expressed its view that the matter is to be settled by the parties under the Industrial Disputes Act, 1947 but before this court also the Petitioner has not been able to prove that they have worked for 240 days in any of the years. The own admission and statement of the Petitioner proves that none of them worked for 240 days in a year. As such none of these petitioners are entitled for retrenchment compensation U/s 25F of I. D. Act, 1947 because to get retrenchment compensation workman has to prove that he has worked for more than 240 days in a year preceding the date of his disengagement from the service or retrenchment. Since none of the Petitioners have worked for more than 240 days in the year preceding the date of retrenchment from the service none of the for the absorption in the service but it is also true that as per settlement of 1996 which is the last settlement between the bank union and the bank management federation the panel prepared earlier was to expire on 31-3-1997 and none of the casual or daily wage mazdoor, junior to the Petitioners of these cases have been absorbed by the Respondent management. The Petitioners claim for absorption is neither legal nor factual. Since the panel has expired and it is outlived its utility for future employment after 31-3-1997, Petitioner who have not been left out of the absorption can not claim absorption on the basis of settlement arrived at between the bank employees union and bank Management. From the evidence on record and own statement of the Petitioners, Petitioners have been engaged for work as and when work was available with the management.

13. In the light of the above discussion and observations, this tribunal is of the opinion that the Petitioners' case is neither covered by the settlement arrived between the bank employees union and the bank federation nor it is covered under the principles of retrenchment and they are not entitled for any relief, all of the Petitions deserves to be dismissed.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 24th day of March, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW 1: All the petitioners in 8 cases (As per cause title)	MW1: Sri Ch. Vijaya Sekhar

Documents marked for the Petitioners

Documents marked for the Petitioner in LCID 235/2004:

Ex.W1:	Copy of service certificate dt. 5-9-91
Ex.W2:	Copy of service certificate dt- 16-7-92
Ex.W3:	Copy of service certificate dt. 20- 7-92
Ex.W4:	Copy of interview call letter dt. 8-7-92
Ex.W5:	Copy of letter dt 19-1-93 empanelling WW1
Ex.W6:	Copy of panel list
Ex.W7:	Copy of resident certificate dt 5-1-98
Ex.W8:	Copy of caste certificate 7-10-86
Ex.W9:	Copy of transfer certificate

Documents marked for the Petitioner in LCID 236/2004:

Ex.W1:	Copy of service certificate dt. 26-8-88
Ex.W2:	Copy of service certificate dt. 17- 7 -92
Ex.W3:	Copy of service certificate dt. 8-7-92
Ex.W4:	Copy of interview call letter dt 19-1-93
Ex.W5:	Copy of panel list
Ex.W6:	Copy of service certificate dt. 9-3-94
Ex.W7:	Copy of service certificate dt. Nov 94
Ex.W8:	Copy of service certificate dt. 19-12-95
Ex.W9:	Copy of service certificate dt. 8-7-96
Ex.W10:	Copy of conduct certificate dt. 11-10-86
Ex.W11:	Copy of study certificate dt. 11-10-86
Ex.W12:	Copy of nativity certificate
Ex.W13:	Copy of caste certificate 15-4-89
Ex.W14:	Copy of transfer certificate

Documents marked for the Petitioner in LCID 239/2004:

Ex.W1:	Copy of interview call letter dt. 8-7-92
Ex.W2:	Copy of service certificate dt. 16-7-92

- Ex. W3: Copy of service certificate dt. 18-7-92
 Ex. W4: Copy of empanelment letter dt. 19-1-93
 Ex. W5: Copy of panel list
 Ex. W6: Copy of service certificate dt. 4-3-94
 Ex. W7: Copy of service certificate dt. 18-8-94
 Ex. W8: Copy of service certificate dt. 7-4-97
 Ex. W9: Copy nativity certificate
 Ex. W10: Copy of date of birth certificate
 Ex. W11: Copy of transfer certificate
 Ex. W12: Copy of caste certificate
 Ex. W4: Copy of employment certificate
 Ex. W5: Copy of employment Exchange card dt. 28-12-93
 Ex. W6: Copy of transfer certificate dt. 12-2-70
 Ex. W7: Copy of caste certificate dt. 28-12-79
 Ex. W8: Copy of affidavit for date of birth dt. 14-4-80

Documents marked for the Petitioner in LCID 253/2004:

- Ex. W1: Copy of paper notification dt. 1-8-88
 Ex. W2: Copy of interview call letter dt. 11-5-89
 Ex. W3: Copy of service certificate
 Ex. W4: Copy of service certificate dt. 24-9-94
 Ex. W5: Copy of service certificate dt. 10-9-91
 Ex. W6: Copy of service certificate dt. 22-7-93
 Ex. W7: Copy of service certificate dt. 18-10-93
 Ex. W8: Copy of service certificate dt. 24-9-94
 Ex. W9: Copy of Extract of register
 Ex. W10: Copy of age affidavit dt. 16-1-93
 Ex. W11: Copy of caste certificate dt. 15-11-89

Documents marked for the Petitioner in LCID 254/2004:

- Ex. W1: Copy of paper notification dt. 1-8-83
 Ex. W2: Copy of service certificate dt. 28-8-93
 Ex. W3: Copy of community, nativity & Date of birth certificate dt. 12-7-02
 Ex. W4: Copy of SSC memo
 Ex. W5: Copy of transfer certificate
 Ex. W6: Copy of renewal slip of employment Exchange dt. 22-9-98

Documents marked for the Petitioner in LCID 3/2005

- Ex. W1: Copy of paper notification dt. 1-8-88
 Ex. W2: Copy of service certificate dt. 26-7-90
 Ex. W3: Copy of interview call letter dt. 8-7-92
 Ex. W4: Copy of service certificate dt. 17-9-91
 Ex. W5: Copy of service certificate dt. 9-2-98
 Ex. W6: Copy of SSC Certificate dt. 6-12-88

- Ex. W7: Copy of caste certificate dt. 17-1-97
 Ex. W8: Copy of transfer certificate dt. 10-7-90

Documents marked for the Petitioner in LCID 20/2005

- Ex. W1: Copy of paper notification dt. 1-8-88
 Ex. W2: Copy of service certificate dt. 11-8-88
 Ex. W3: Copy of interview call letter dt. 27-6-89
 Ex. W4: Copy of empanelment letter dt. 3-9-91
 Ex. W5: Copy of certificate of appointment dt. 21-6-88
 Ex. W6: Copy of service certificate dt. 13-9-88
 Ex. W7: Copy of appointment letter dt. 24-10-91
 Ex. W8: Copy of Extension letter dt. 23-11-91
 Ex. W9: Copy of Extension letter dt. 23-12-91

Documents marked for the Petitioner in LCID 20/2005

- Ex. W1: Copy of paper notification dt. 1-8-88
 Ex. W2: Copy of service certificate dt. 11-8-88
 Ex. W3: Copy of interview call letter dt. 27-6-89
 Ex. W4: Copy of empanelment letter dt. 3-9-91
 Ex. W5: Copy of certificate of appointment dt. 21-6-88
 Ex. W6: Copy of service certificate dt. 13-9-88
 Ex. W7: Copy of appointment letter dt. 24-10-91
 Ex. W8: Copy of Extension letter dt. 23-11-91
 Ex. W9: Copy of Extension letter dt. 23-12-91
 Ex. W10: Copy of Extension letter dt. 23-1-92
 Ex. W11: Copy of Extension letter dt. 23-2-92
 Ex. W12: Copy of Extension letter dt. 23-3-92
 Ex. W13: Copy of service certificate dt. 7-5-95
 Ex. W14: Copy of caste certificate dt. 20-5-89

Documents marked for the Respondent in all the cases

- Ex. M1: Copy of settlement between All India State Bank of India Staff Federation and SBI dt. 17-11-87
 Ex. M2: Copy of settlement between All India State Bank of India Staff Federation and SBI dt. 16-7-88
 Ex. M3: Copy of settlement between All India State Bank of India Staff Federation and SBI dt. 27-10-88
 Ex. M4: Copy of settlement between All India State Bank of India Staff Federation and SBI dt. 9-1-91
 Ex. M5: Copy of minutes of conciliation proceedings dt. 9-6-1995
 Ex. M6: Copy of settlement between All India State bank of India Staff Federation and SBI dt. 30-7-96
 Ex. M7: Copy of memorandum of understanding dt. 27-2-97
 Ex. M8: Copy of particulars of 1989 Messenger panel
 Ex. M9: Copy of particulars of 1989 Non-Messenger panel
 Ex. M10: Copy of particulars of 1992 panel
 Ex. M11: Copy of judgement of Hon'ble High Court of A.P., in WA No. 86/98
 Ex. M12: Copy of judgement in SLP No. 11866-11888/1998

नई दिल्ली, 12 मई, 2009

का.आ. 1584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्ट सेंट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट (संदर्भ संख्या 2007 का 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-41012/91/2006-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O. 1584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1 of 2007) of Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the management of West Central Railway and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-41012/91/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

न्यायाधीश, श्रम न्यायालय/केन्द्रीय/कोटा/राजस्थान
पीठासीन अधिकारी-अनुराधा शर्मा, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक: श्र.न्या./केन्द्रीय/1/2007

दिनांक स्थापित: 8/8/2007

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या

एल-41012/91/2006-आई आर(बी-1) दिनांक 6-3-07

निर्देश/विवाद अन्तर्गत धारा 10(1)(अ) औद्योगिक विवाद
अधिनियम, 1947

मध्य

भारत सिंह द्वारा पश्चिम रेलवे कर्मचारी परिषद (पीआरकेपी)
श्रीराम मंदिर परिसर, कोटा/राज.

—प्रार्थी श्रमिक

एवं

डिविजनल रेलवे मैनेजर, पश्चिम रेलवे, कोटा।

अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से : कोई उप. नहीं
अप्रार्थी नियोजक की ओर से प्रतिनिधि: श्री एम.सी.शर्मा
अधिनिर्णय दिनांक: 30-3-2009

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त आदेश दि. 6-3-07 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जायेगा) की धारा 10(1) (क) के अन्तर्गत इस न्यायालय/न्यायाधिकरण को अधिनिर्णयार्थ में सम्प्रेषित किया गया है:—

"Whether action taken by the DRM, WCR, Kota to withheld the claim of Shri Bharat Singh, Head

Clerk against officiating allowances is legally correct and justified? If not, what relief the workman is entitled to and from which date?"

2. निर्देश/विवाद, न्यायालय/न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गई।

3. आज पत्रावली वास्ते पेश होने क्लेम प्रार्थी श्रमिक नियत थी, किन्तु प्रार्थी श्रमिक स्वयं न्यायालय में उपस्थित नहीं हुआ, ना ही कोई क्लेम स्टेटमेंट प्रस्तुत किया गया, ना ही उसकी ओर से कोई अधिकृत प्रतिनिधि यूनियन न्यायालय में उपस्थित हुआ और ना ही कोई युक्तियुक्त प्रार्थना-पत्र न्यायालय के समक्ष प्रस्तुत किया गया, जबकि प्रार्थी यूनियन के सचिव को सन्दर्भित नोटिस की तामील 28-2-08 को ही हो चुकी थी जोकि न्यायालय अभिलेख पर उपलब्ध नोटिस प्राप्ति की प्रति से सम्पुष्ट है। अप्रार्थी प्रतिनिधि उपस्थित हुए जिनको सुना गया। पत्रावली का अवलोकन किया गया।

पत्रावली के अवलोकन से स्पष्ट है कि प्रस्तुत विवाद सर्वप्रथम प्रार्थी श्रमिक द्वारा ही अपनी यूनियन के माध्यम से उठाया गया था जिस पर यह निर्देश/विवाद, समुचित सरकार से इस न्यायालय/न्यायाधिकरण को प्राप्त हुआ, किन्तु प्रार्थी श्रमिक द्वारा अपने विवाद के समर्थित स्वरूप बावजूद तामील के न्यायालय में उपस्थित होकर कोई क्लेम स्टेटमेंट या साक्ष्य न्यायालय में प्रस्तुत नहीं की गयी, ऐसी स्थिति में वह अपने मामले को साबित करने में पूर्णतया असफल रहा है। निष्कर्षतः प्रार्थी श्रमिक हस्तगत मामले में अप्रार्थी नियोजक से किसी प्रकार के अनुलोष का अधिकारी होना नहीं पाया जाता और सम्प्रेषित निर्देश/विवाद को इसी प्रकार अधिनिर्णित कर उत्तरित किया जाता है।

अनुराधा शर्मा, न्यायाधीश

नई दिल्ली, 12 मई, 2009

का.आ. 1585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या-1998 का 107) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/229/1997-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th May, 2009

S.O. 1585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107 of 1998) of Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Bank of Rajasthan Limited and their workmen, which was received by the Central Government on 11-5-2009.

[No. L-12012/229/1997-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH****Case No. I. D. 107/98****Shri Gyan Chand C/o Shri Ramchander, House No. 80,
New Shyam Nagar (Sunset), P.O., Aggar Nagar,
Ludhiana-141001...Applicant****Versus****The Manager, Bank of Rajasthan Ltd., G.T. Road,
Miller Ganj, Ludhiana-141008. ...Respondent****APPEARANCES****For the Workman : None.****For the Management : None.****AWARD****Passed on 22-4-09****Central Government vide notification No. L-12012/
229/97-IR (B-I), dated 25-5-98, has referred the following
dispute to this Tribunal for adjudication:****"Whether the action of the management of Bank
of Rajasthan Ltd., in termination of services of Shri
Gyan Chand w.e.f. 14-11-1996 is illegal and justified. If
not, to what relief to the concerned workman entitled to
and from what date?"****2. Case repeatedly called. Workman is not
present. No one is also present for the management.
From the last many dates the workman is not coming
for his evidence. It appears that workman is not
interested to pursue with the present claim in reference.
In view of the above, the claim in present reference is
returned to the Central Government for want of
prosecution. Central Government be informed. File be
consigned.****Chandigarh. G. K. SHARMA, Presiding Officer
22-4-09.****नई दिल्ली, 12 मई, 2009****का.आ. 1586.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी
आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के
बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण, सं. II, मुम्बई के पंचाट (संदर्भ संख्या 41 आफ 2005)
को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2009 को प्राप्त
हुआ था।****[सं. एल-17012/25/2004-आई आर (बी -I)]****अजय कुमार, डेस्क अधिकारी****New Delhi, the 12th May, 2009****S.O. 1586.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No.41 of
2005) of Central Government Industrial Tribunal-cum-
Labour Court, No.II, Mumbai as shown in the Annexure in****the Industrial Dispute between the management of LIC of
India and their workmen, received by the Central
Government on 11-5-2009.****[No. L-17012/25/2004-IR (B-I)]****AJAY KUMAR, Desk Officer****ANNEXURE****BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-NO. 2, MUMBAI****Present: A.A.LAD, Presiding Officer****Reference No. CGIT-2/41 of 2005****Employers in Relation To The Management of Life
Insurance Corporation of India.****The Senior Divisional Manager ,****Life Insurance Corporation of India,
Divisional Office-II,****112, Sion Koliwada Road,
Sion, Mumbai-400022. ...First Party****Versus****Their Workman****The General Secretary,
Insurance Employees' Union,
88/112, Sion Koliwada Road, Sion,
Mumbai-400022....Second Party****APPEARANCES****For the Employer : Ms. A.A.Sakpal &****Ms. F.D. Lewis, Representative****For the Workmen : Shri C.S. Dalvi,****Representative.****Date of reserving the Award-I: 1-9-2008.****Date of passing the Award- I: 6-3-2009.****AWARD****The Government of India, Ministry of Labour by
its Order No. L-17012/25/2004-IR (B-II) dated 29th
December, 2004 in exercise of the powers conferred by
clause (d) of sub-section (1) and sub-section 2 (A) of
Section 10 of the Industrial Dispute Act, 1947 have
referred the following dispute to this Tribunal for
adjudication :****"Whether action of the management Life
Insurance Corporation of India, MDO-II, Mumbai
by removal from the services of Shri M. L.
Manikade, HGA, w.e.f. 30-12-1997 justified ? If
not, what relief Shri M.L. Manikade is entitled to ?"****2. Claim Statement is filed by the General Secretary
of the Insurance Employees Union, Sion (renamed as
Ayurvima Karamchari Sanghatana-Mumbai Division
office) at Exhibit 5 stating and contending that, the
concerned workman involved in the reference was
initially appointed as an Assistant in class III Cadre at
MDO-I on 2-5-1990. It is contended that, then he was
promoted as HGA having regard to the seniority, merit,
confidential reports. It is stated that, on 10-4-1997
concerned workman wrote letter to the Branch office
informing that, his mother is sick and requested to
sanction him Privilege Leave from 7-4-1997. It is stated
that, he also sent telegram dated 24th April, 1997 and**

informed the Branch Manager that, he could not attend the office due to sickness of his mother. It is stated that, he also informed Branch Officer. Since there is no body to look after his ailing mother, he requested to grant him P. L. from 7-4-1997. It is stated that, the Chembur Branch office granted P.L. to the concerned workman and his salary for the said month was also drawn but the concerned workman could not collect his dues to sickness of his mother, whom he could not leave alone, as no body was there in the house to look after his sick mother. It is stated that he informed the Branch office that, he is going to resume his duties on 2-5-1997. He states that, he also wrote letters to Divisional Manager -MDO-II on 21-11-2000 and requested the Competent Authority to send him all letters at his new address at 4/369/4369, Tagore Nagar, Vikhroli (East), Mumbai 400083. It is stated that said communication was served on the 1st Party. It is stated that, concerned workman wrote letter dated 30-7-2001 to the Senior Divisional Manager, MDO-II, Sion, requesting to reinstate him in the services of the Corporation. It is stated that, he also informed the said Divisional Office about his sickness and the sickness of his mother and to attend his sick mother as nobody was there to look after her. It is stated that, he preferred appeal against the decision of the 1st Party on 28th September, 2001 to the Zonal Manager, Western Zone which was rejected. It is stated that, enquiry conducted against him was not conducted by following principles of natural justice. It is stated that, no opportunity was given to the concerned workman. It is stated that, enquiry was conducted ex-parte. It is stated that, he is not aware of the dates of the stages of the inquiry proceeding and about the evidence recorded before the Enquiry Officer and events took place in the enquiry. It is stated that, the concerned workman was entirely blind on the enquiry conducted and finding given. It is stated that, the enquiry requires to be set aside with directions to 1st Party to reinstate the concerned workman with payment of back wages and continuity of service.

3. This is disputed by the 1st Party by filing Written Statement at Exhibit 6 making out the case that, 1st Party is a Corporate Body incorporated under Section 3 of Life Insurance Corporation Act, 1956. It has its own Rules and Regulations on recruitment and regularizations of the acts of the employees through it. It is stated that, the concerned employee involved in the Reference was working on the post of Higher Grade Assistant which is higher grade in Class-III and next to Class-I and as such cannot take protection under Industrial Disputes Act, 1947. It is stated that, the concerned employee remained absent without permission from 7th April, 1997. He also remained absent initially for 17 days. It is stated that, he agreed to report on duty on 2-5-1997 but does not report on duty. It is stated that, after remaining absent for one month or more one registered letter dated 3-6-1997 was sent to the concerned workmen advising him to resume on duty which was returned with endorsement of postal authorities as "unclaimed". It is stated that on 2-7-1997

another letter was sent to the concerned workman by Registered post which was also returned with postal remarks as "unclaimed". It is stated that, enquiry proceeding was conducted by appointing Enquiry Officer. Said intimation was sent to the concerned workman on the address recorded in the 1st Party's record. Said intimation was also returned with postal remarks "Left", "not known" and "not claimed". It is stated that, since all the correspondence was returned unserved on the concerned workman with above remarks of the postal authorities, no option remained with the Enquiry officer but to proceed with the enquiry. Enquiry was conducted and on the basis of it Enquiry officer concluded charges of absenteeism leveled against the concerned employee as proved. Disciplinary Authority took decision to remove the concerned workman and the concerned workman after about 4 years appealed against his removal from the employment. It is stated that, concerned workman did not reply the charge-sheet nor he appeared in the enquiry though full opportunity was given to the concerned employee. Even record and inquiry proceedings reveal that, he has habit of remaining absent unauthorisedly.

4. It is contended by the 1st Party that, the dispute filed by the Union on behalf of the concerned workman is filed at belated stage. No excuse is given. It is filed after about four years from the decision taken by the Competent Authority. Since no steps were taken by the concerned workman nor by Union in time on the decision of removal of the concerned workman from the employment as it was taken relaying on the findings of the enquiry committee, it is stated that, it does not require interference and pray to reject the reference.

5. Rejoinder is filed by the Union at Exhibit 7 reiterating the same thing and stating that, the enquiry be declared null and void and since it was not conducted by following the principles of natural justice and the findings given by the Enquiry Officer was on the basis of the said exparte enquiry it is stated that, it be declared perverse with directions to 1st Party to reinstate the concerned workman.

6. In view of the above pleadings Issues were framed at Exhibit 10. Out of said following Issues are treated as preliminary Issues which I answer against it as follows:

ISSUE	FINDING
3. Is enquiry fair and proper?	No
4. Is finding perverse?	Yes.

REASONS:

ISSUES NOS. 3 & 4 :-

7. Part I Award was passed by this Tribunal on 27th September, 2007 observing enquiry not fair and proper and finding perverse. Tribunal also observed 2nd Party a 'workman' and 'reference is maintainable'. Said finding was given while deciding preliminary Issue. Said order was challenged by the 1st Party by filing Writ

Petition No. 1239 of 2008. While disposing of the said Writ Hon'ble Bombay High Court remanded Issue of fairness of enquiry and perversity of finding back to decide afresh maintaining the finding of other 2 Issues i.e. finding on the point of 'workman' and finding on the point of 'jurisdiction of this Tribunal'.

8. While remanding the matter back on the point of 'fairness of the enquiry' and on the point of 'perversity of the finding' Hon'ble High Court directed to this Tribunal to proceed on the basis of the available material on record and decide these issues freshly restricting both sides to lead any oral or documentary evidence.

9. In that light perused the evidence which is on record we find it reveals that, the concerned workman did not participate in the enquiry. All this reveals that, the concerned workman was not present in the enquiry at all. All this reveals that, no evidence of any type was before the Enquiry Officer neither of the concerned workman nor of the 1st Party about the subject matter of the enquiry. Even it is a matter of record that, the enquiry proceeded ex-parte.

10. The contention of the Union that, the enquiry conducted against the concerned workman was not fair and proper and finding is perverse. Whereas case of the 1st Party is that ample opportunity was given to the concerned workman to participate in the enquiry, number of correspondence were sent to the concerned workman on the address of the concerned workman on the record of the 1st Party. Though number of correspondence were sent to the concerned workman neither he replied to the charge sheet nor remained present in the enquiry. Since number of correspondence returned by the postal authorities with remarks "not claimed", "not found" and "not traceable" no option remained with the Enquiry Officer but to proceed against the concerned workman ex-parte.

11. Here stand taken by the 1st Party is that, since there was no communication between the Enquiry Officer and the employee involved in the reference and since Enquiry Officer unable to serve charge sheet and notices of the dates of the enquiry on the concerned workman, it did not option but to proceed against the concerned workman ex-parte. Thus stand taken by the 1st Party regarding intimation not served on the concerned workman and the decision to proceed with the enquiry ex-parte, in my opinion when was not communicated to the concerned workman, it itself reveals that, the concerned workman was not aware of the enquiry and he did not know what happened in it and he could not participate in the enquiry. Even stand taken by the 1st Party that, the 2nd Party did not participate in the enquiry as Enquiry Officer unable to contact the concerned workman. It is stand of the 1st Party that, though number of communications were sent to the 2nd Party postal authorities returned those communications with remarks "not claimed", "not known" "left". When all those remarks are there, and

when case of the 1st Party is that, none of the communication was served on the concerned workman and when enquiry was proceeded ex-parte and no option remained with the Enquiry Officer but to proceed ex-parte it itself reveals that, enquiry was not conducted in presence of the concerned workman and concerned workman was not a party to it. Besides, concerned workman has examined himself at Exhibit 12 by filing his affidavit in lieu of his examination in chief where he reiterates the same thing. Even in the cross 1st Party did not try to bring on record all that correspondence of postal authority with remarks 'not claimed', 'not found' and 'not known' to prove that enquiry was fair and proper and finding given by the Enquiry Officer is not perverse. Even in the cross of the concerned workman 1st Party is silent on the decision taken by the 1st Party relying on the said enquiry. Moreover 1st Party examined its witness by filing affidavit of Mohan Govind Tare at Exhibit 16 in lieu of his examination-in-chief, who is also silent about these correspondence allegedly send to the concerned workman and postal authority send these back with remarks of "left", "not claimed", and "not found" and participation of the concerned workman in the enquiry. He is also not stating and saying that, the concerned workman was party to the enquiry proceeding and enquiry was conducted in his presence. On the contrary he admits that, enquiry was not conducted in the presence of the concerned workman since Enquiry Officer was unable to serve communication on the concerned workman since correspondence was returned with postal remarks "left", "unclaimed" and "not found". Even he admits that, the entire correspondence regarding enquiry and dates of it were not served on the concerned workman. Even he admits that, 1st Party did not try to serve said by using messenger's service. He also admits that, no oral evidence was recorded of any of the witnesses before the Enquiry Officer.

12. Here if we peruse the enquiry proceedings which is filed by Corporation i.e. by 1st Party, with Exhibit 11 we find there is copy of LIC Staff Regulations, 1960 from Exhibits 1 to 65. In the said Staff Rules, there is specific Chapter V regarding 'Holidays and Leave'. In said Chapter V Rule 60-B is about "Nature of Leave" viz, (1) C.L., (2) P.L., (3) Sick Leave, (4) Extra Ordinary Leave, (5) Maternity leave, (6) Special Leave, and Quarantine Leave. In Rule 64 of Chapter V of the said Staff Regulation, 1960 there is specific mention regarding sick leave which permit employee to go on that leave which he can extend upto 6 months if that leave is at his credit. Even there is Rule 65 under Chapter V regarding Extra Ordinary Leave which empower employee to avail that if he has to remain absent in the circumstances which are beyond his control.

13. Even 1st Party, Corporation, filed copy of alleged notice dated 10-4-1997 regarding unauthorized absenteeism of 2nd Party, and copy of alleged reminder dated 17-4-1997. 1st Party, Corporation also filed copy

of telegram sent by the 2nd Party, concerned workman, dated 24-7-1997 received by it on 25-4-1997. Even Corporation, 1st Party, filed copy of letter dated 25-4-1997 which was received by the Corporation on 30-4-1997, copy of alleged letters dated 9-5-1997 and 14-5-1997 sent to the concerned workman as well as alleged reminder letter dated 29-5-1997, Charge sheet dated 2-7-1997 and copy of sending alleged appointment letter of appointing Enquiry Officer and also a copy of letter dated 30-9-1997 with copy of Enquiry Report dated 28-11-1997.

14. As per above alleged correspondence it appears that, by letter dated 10-4-1997 1st Party, Corporation intimated the concerned workman that he is absent from 7-4-1997 and even by letter dated 17-4-1997 same repetition is done by the 1st Party and he was called upon to resume on duty.

15. 1st party, Corporation, also produced copy of telegram dated 24-4-1997 at page 68 of Exhibit 11 which reveals that, the workman is absent from 7-4-1997. 1st Party, Corporation, also produced copy of letter of the concerned workman dated 25-4-1997 at page 69 of Exhibit 11. Even letter dated 9-5-1997 at page 73 of Exhibit 11 and letter dated 14-5-1997 at page 74 of Exhibit 11 reveals that, the concerned workman has intimated about his absenteeism. In the said correspondence 1st Party, Corporation, has admitted that, the concerned workman has intimated about sickness of his mother and reason behind his absenteeism.

16. Here one has to note that, Corporation has taken stand that, no intimation was given by the concerned workman and no explanation was given as to why he was absent from duty. However, page 69 of Exhibit 11 which is from the records of the 1st Party, Corporation, reveals that, the said workman informed the 1st Party, Corporation, that "his mother is sick for last 20 days because of blood presume and her advanced age". It is also mentioned therein that, he has to take her to the Doctor every day and nobody is there in his house to look after her except himself. Here also concerned workman informed that he stays with uncle who has also left for native place. He has also mentioned that, he is alone there to look after his mother. He also stated that, he was to attend work regularly but because of sickness of his mother which is from 7-4-1997 he is unable to attend the work. He has also mentioned that, he would report on duty on 2-5-1997. Said fact is admitted by the 1st Party Corporation, in letter dated 9-5-1997 as well as in letter dated 14-5-1997.

17. In that situation if we peruse charges levelled against the concerned workman we find, charge of remaining absent from duty from 7-4-1997 onwards in unauthorized manner, without prior intimation to the office or sanction of leave or prior permission of the Competent Authority saying that 1st Party, Corporation, did not receive intimation about absenteeism though 1st Party, Corporation, informed him by 2 letters dated 10-4-1997 and 17-4-1997. So the

charge of remaining absent without prior intimation to the office cannot be treated as a proper charge levelled on the concerned workman. It is to be noted that, in the said charge more precisely charge sheet produced at page 77 of Exhibit 11, in p.2 of the charge sheet it is mentioned that, the concerned workman remained absent from 7-4-1997 onwards "in unauthorized manner, without prior permission". The said wording of charge itself i.e. of remaining absent without prior intimation has no meaning and is not true one. Besides the charge of remaining absent without prior intimation is treated as equal charge like remaining absent without sanctioned leave or remaining absent without prior permission of the Competent Authority. By the said charge sheet Competent Authority treated absenteeism of the concerned workman, though he intimated, observing that, he remained absent in unauthorised manner, without prior intimation or without sanctioning leave or without prior permission. That means, in the eye of the Competent Authority, absenteeism of the concerned workman is an offence which he committed since he remained absent without sanctioning leave or without prior permission or without prior intimation. But here as stated above Corporation in its letters dated 9-5-1997, at page 73 of Exhibit 11 and 14-5-1997, at page 74 of Exhibit 11, reveals Corporation was aware of reason of absenteeism and was having intimation of his absenteeism which was informed the concerned workman. 1st Party Corporation also informed him about his absenteeism by letter dated 17-4-1997. Even 1st Party, Corporation, admit that, it received letter dated 25-4-1997 of which copy is produced by the Corporation at page 69 of Exhibit 11. When letters at pages 69, 73 and 74 which were admittedly received to 1st Party reveals that, the concerned workman has informed about his absenteeism and as well as has informed reason behind his absenteeism that, his mother is sick and nobody is there to look after her who require daily treatment by approaching Doctor regularly. This in my considered view reply the charge of remaining absent without intimation, which is one of the charge levelled against the concerned workman and according to me cannot be observed correct charge.

18. Besides, Corporation produced copy of Enquiry Report which is of 2 pages, at pages 96 and 97 of Exhibit 11. In the said finding Enquiry Officer referred to the alleged letters sent to the concerned workman intimating about his absenteeism and decision taken by the 1st Party Corporation, to proceed against him. He also mentioned about the steps taken by the Management in intimating said by sending letters. In the deposition concerned workman has stated that, he did not receive any of the intimation and the case made out by the Management regarding sending of said intimations at his address is not admitted to him. When concerned workman dispute that, he did not receive any intimation and said were not send to him then naturally and legally burden shifts on the Management to show that, Management tried its level best to serve the intimations on the concerned workman on his known

address or on the address which is recorded in the record of the Management, but it is concerned workman who purposely refused to accept it, then it can be treated that it is a good service. Here one cannot ignore that, the concerned workman is disputing the sending of those correspondence on his address and service of said intimations on him.

19. On this point case of the 1st Party is that, chargesheet was send of absenteeism to concerned workman, however, it is not claimed by concerned workman. Then case of 1st Party is that, Inquiry Officer Smt. Korke was appointed but it is not case of the 1st Party that, said was intimated to the concerned workman. Then case of the 1st Party is that, Inquiry Officer send three notices dated 8-10-1997, 7-11-1997 and 18-11-1997 but all those returned with remarks "left", "not known", and "not claimed". But to prove those remarks of postal authority "left", "not known", and "not claimed" no any witness from postal authority is examined neither before Inquiry Officer nor before this Tribunal. Then it is case of the 1st Party that, Inquiry Officer kept dates of inquiry on 28-10-1997, 18-11-1997 and 28-11-1997 and claimed that concerned workman did not attend. But it is not shown whether those dates were made known to the concerned workman or he was aware of it or intimations of those dates were communicated to the concerned workman. Then case of the 1st Party is that, said notices were displayed on office board and witness Smt. Mahalaxmi and Smt. D'Souza witnessed it. But neither those witnesses are examined before Inquiry Officer nor before this Tribunal.

20. In this set of circumstances citation referred by Union published in (1998) 7 Supreme Court Cases page 569, where Apex Court while deciding appeal between Union of India vs Dinanath Karekar & Ors. observe that, remarks of the postal authority "left" and "not known" indicate that said correspondence is not tendered to the concerned. It reveals even postal authority is not having address of the concern means it cannot be treated as it is served legally. It is also observed that, that single effort is not sufficient. It is observed that, such authority have made further efforts to serve it. Even citation shown by Union published in (1994) 2 Supreme Court Cases page 416 in case of Dr. Ramesh Tyagi v/s. Union of India & Ors. observed when delinquent denies servies of oath and postal authority return said correspondence with remark "left" if such endorsement not proved by examining postman not any other manner prescribed under Postal Act and Rules or Service Rules—held such inquiry suffer from procedural infirmity.

21. Now, let us see what is stated by the Enquiry Officer about said service on the concerned workman? At page 97 of Enquiry Report produced with Exhibit 11, Enquiry Officer has mentioned that, "he gone through the note of Presenting Officer for the purpose of said correspondence". However, in the entire proceedings we did not find the copy of the said note of the Presenting Officer i.e. Mr Kamble who acted as a

Presenting Officer. Even he did not mention what was the report submitted by said Mr. Kamble. There is no reference in any manner what way the note was put by Mr. kamble, the Presenting Officer regarding service of notice. It is not made known whether said Mr. Kamble examined postal authorities to show that, actually postal authorities visited the address of the concerned workman, or it brought it to the notice of the concerned workman that there is correspondence at his address or intimation was given to the proper person who can communicate to the concerned workman that there is correspondence for him and he has to collect it. There is no such type of evidence recorded by the Enquiry Officer nor brought on record by the Enquiry Officer through Presenting Officer Mr. Kamble. It is pertinent to note that, admittedly in this case, not a single witness is examined by the Enquiry Officer. In fact Enquiry Officer was supposed to examine Presenting Officer Mr. Kamble who reported on service or on the alleged communication on the concerned workman regarding decision taken by the Corporation to proceed against him and deciding his absenteeism as abandonment of job. Even Enquiry Officer has not examined any witness on the point of displaying of the said correspondence on the "Notice Board". Just he relies on the note of Mr. Kamble who was Presenting Officer. No report is there nor any evidence is recorded of any witness to show actually said notice was displayed on the Notice Board and then how it decided to proceed against the concerned workman? Not a single witness appears examined on the point of displaying that correspondence on the Notice Board, on which date it was displayed so as to prove that dates were made known on notice board. Besides suppose it was displayed on notice board, whether said suffice the purpose of giving intimation of inquiry or stage of inquiry and dates of inquiry when 2nd Party was not reporting on work and when not reporting what is the use of publication of said notice on notice board? So on all that the Enquiry report is silent.

22. Besides the original correspondence with envelopes showing endorsements of "not found", "not claimed" and "not known" is not placed on record. Even before this Tribunal it was not placed. Even it was not placed before the Enquiry Officer in the original form. Here all Xerox copies are produced. We did not know what what in the envelope? We did not know which material contained in the particular correspondence and which was not collected by the concerned workman or not claimed by the concerned workman? Only Xerox copies of the envelopes and Xerox copies of postal endoresments are produced along with the xerox of Registered envelopes. In fact original ought to have been produced before this Tribunal to prove that, genuine efforts were made by the Corporation to serve the correspondence on the concerned workman and still he did not accept it or claimed it. Beside no reason given by the Enquiry Officer as to why he is agree with the finding that the charges levelled against the concerned workman are proved? As stated above charge of

remaining absent without intimation, without permission, without prior permission are levelled against the concerned workman. However, as stated above, copy of letters produced by Corporation at page 69, 73 and 74 with Exhibit 11 itself reveals that, the concerned workman had intimated about his absenteeism and reason behind it. Though his absenteeism may be unauthorized but it cannot be said that, he remained without any intimation or without any reason. Definitely record brought on record in the present form i.e. in the form of producing Xerox copies of all the correspondence with remarks "not accept": and "not traceable" has no meaning. Besides, before this Tribunal Management admit that, no special messenger was appointed to serve the correspondence on him. It reveals that, it just was happy in sending the correspondence by post and accepting the report of the postal authorities "not found", "not claimed", and "not traceable". According to said it cannot be treated as "genuine attempt" or "good service" made by the Corporation to serve the correspondence on the concerned workman. When the concerned workman questions that, the correspondence which was sent by him to the Authority was received by it then, why correspondence of the 1st Party, Corporation, was not served at his address? definitely it was the duty of the 1st Party, Corporation, to take care that correspondence should be served on the concerned workman. At the cost of repetition, if we peruse copy of the letter of the concerned workman, produced by the 1st Party, Corporation, at page 69 with Exhibit 11, we find that, later portion of the letter the concerned workman has created doubt about not serving correspondence of the 1st Party, Corporation on him stating that he always sends his intimations and always in time to office and questions as to why in the case of letters addressed to him is not served on his address properly and in time? When that doubt is created by the concerned workman and it was communicated and when which is made known to the 1st Party Corporation, definitely more responsibility lies on the 1st Party, Corporation, to take more care to serve correspondence on the concerned workman. Besides no reason is given as to why 1st Party, Corporation, did not appoint any special messenger to serve the correspondence on the concerned workman?

23. According to me as discussed above while considering citations of Union only because Enquiry Officer sent correspondence and relying on the remarks of the postal authorities, is not sufficient to conclude that, sufficient opportunity was given to the concerned workman. In the enquiry we find the concerned workman did not attend on any date. In the enquiry we find that, he did not get any opportunity to put up his case. It is not the case of the 1st Party Corporation, that he has not intimated about his leave and the reason behind his absenteeism. On the contrary 1st Party Corporation, admits that, he sent intimation and medical certificates but were not filed supporting evidence. In this situation question arises unless and

until an opportunity is given to the concerned workman to lead evidence on the medical certificates on which he relies, it cannot be done unless, and until he is given opportunity. Question arises how inference can be drawn that, he has not produced the documents and proved the reason about his absenteeism and that as to why there is no cogent reason for him to remain absent from duty? All this happened since the concerned workman did not attend the enquiry to put up his case and prove it to justify his absenteeism. No doubt he was absent, but 1st Party, Corporation, admits that, he intimated about sickness of his mother the reason behind his absenteeism. Even 1st Party, Corporation, admits that, he sent medical certificates also. Only because correspondence which is alleged returned with remarks "not claimed" and "not found" according to me is not acceptable to retreat that, sufficient opportunity was given to the concerned workman. We have to see what is the result of all that as enquiry proceeded ex-parte. When concerned workman did not get any opportunity to participate in the enquiry, and when there was no evidence before the Enquiry Officer to treat that, he abandoned from duties or remained absent without intimation or without reason. At the most it can be said that, he remained absent without prior permission but it does not mean that, he remained absent without intimation and without any reason. Though all is that, still Enquiry Officer at pages 96 and 97 observe that, the charge of absenteeism, without intimation, without permission, without reason, without prior permission is proved against the concerned workman. Since there is no report of the Presenting Officer to show what was put up by him and nothing is stated by the enquiry officer in the finding on the basis of which he observed like that, the concerned workman remained absent without intimation, without reason and unauthorized remained absent, I conclude that, the enquiry is not fair and proper and finding of the Enquiry Officer perverse since it is not on any evidence. On the contrary I may say that, Enquiry Officer was not having any evidence at all as he did not discussed in the finding.

24. Even Appeal preferred before Disciplinary Authority and finding given by it also on the same lines as no additional evidence was there before the Disciplinary Authority then what was before Inquiry Officer. When finding of the Enquiry Officer is perverse then definitely finding given by the Appellate Authority also require to treat as perverse. So I observe that, enquiry is not fair, proper and finding perverse. Accordingly I pass the following order :

ORDER

- (i) Enquiry not fair and proper, finding perverse,
- (ii) I direct 1st Party to justify the action of termination.

Bombay,

A. A. LAD, Presiding Officer

6th March, 2009.

which is already pending in this Court which is numbered as CGIT/LC/R/95/03. As such, his case is also not maintainable. It is further stated that the reference is vague and there is no relationship of employer-employee between the management and the disputants. It is also denied that the disputant have worked for 240 days in any calendar year. It is further stated that the management are regularising certain cases of the individuals on merits. On these grounds, it is submitted that the Union has no locus-standi to raise the dispute on behalf of the disputants and therefore the reference be answered in favour of the management.

4. During the course of proceedings, both the parties have filed a joint application No. 11 praying therein to withdraw the reference as both the parties have settled as per the terms of settlement between the management and All India Bank of Baroda Employees Federation, Mumbai on date 18-3-2008. It is stated that one of the clause 3(i) of the said terms of settlement shows that the employee or Union shall withdraw the case pending before the Court and in compliance of the said clause, the disputants have filed this joint petition jointly with the management. It appears from the application No. 11 that the management has not signed over this application in confirmation of joint petition. It is also argued on behalf of the management that there is no provision of withdrawal of reference in this Court whereas the case shall be withdrawn by the Government itself.

5. I also perused the terms of settlement and I find that there is no illegality in the terms of settlement but this terms of settlement is not accepted by the management in this case. The management has also filed a reply No. 12 stating therein that the disputants have no interest to pursue with the present dispute and as such, the management has no objection if no dispute award is passed on the pending reference. It is stated that the terms of settlement is of general nature and as such the present dispute cannot be withdrawn.

6. On perusal of the entire record, it is clear that one of the disputant Shri Mohanlal Patel has already raised an Industrial Dispute before this reference and the same is pending and is registered as Case No. CGIT/LC/R/95/03. As such, in my opinion, as that case is of earlier date and is still pending, the disposal of this reference will not affect to this disputant and his reference will still continue.

7. Considering the entire facts and the materials available on the record, I find that the workmen except Shri Mohanlal Patel (Sl. No. 5) have no interest to pursue the case as they are interested in withdrawal. As such, No Dispute Award is passed without any orders as to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 13 मई, 2009

क्र.अ. 1509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधकों के संघट्ट निरोधकों और उनके कार्यकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 22/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/128/2005-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure in the industrial dispute between the management of M/s. Eastern Coalfields Limited, and their workman, which was received by the Central Government on 13-5-2009.

[No. L-22012/128/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL

PRESENT : Sri Manoranjan Pattnaik, Presiding Officer
REFERENCE NO. 22 OF 2006.

PARTIES : The General Manager, Sripur Area Office,
ECL Burdwan

Vs.

The Secretary, Colliery Mazdoor Union, Asansol
Burdwan.

REPRESENTATIVES

For the Management: Sri P.K. Das, Advocate
For the union (workman): Secretary, C.M.U., Asansol.

Industry: Coal State: West Bengal.

Dated the 28-3-2009, 30-3-2009

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter NO. L-22012/128/2005- IR(CM-II) dated 11-07-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Sripur Area Office of M/s Eastern Coalfields Limited of

promoting Smt. Mou Ghosh in the post of P.A. in the year 2002 instead of 1999 is legal and justified? If not, to what relief the workman is entitled to?"

Persuant to an understanding between the parties in the Lok Adalat held on 28-3-2009 on behalf of the Tribunal, both the parties expressed about a formal settlement of the dispute relating to the seniority of the workman in view of which the workman Mou Ghosh withdraws her claims for determination of the scheduled issue and relief in this forum. Accordingly a consent award is required to be passed. Accordingly it is hereby

ORDER

Let an award be and the same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAYAK, Presiding Officer

नई दिल्ली, 13 मई, 2009

का.आ. 1590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 52/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22013/1/2009-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2006) of the Industrial Tribunal Godavarikhani as shown in the Annexure in the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Ltd. and their workman, which was received by the Central Government on 13-5-2009.

[No. L-22013/1/2009-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, GODAVARIKHANI**

Present : Sri M. Shanmugam, B.Com., B.L.,
Chairman-cum-Presiding Officer

Thursday, the 23rd day of April, 2009

Industrial Dispute No. 52 of 2006

BETWEEN

Palle Madhukar, S/o. Late Sri Laxmaiah,
26 years, Ex. Badli Coal Filler, E.C. No. 0999039,
C/o. Qr. No. ST2-317, Bus Stand Colony,
PO: Godavarikhani-505209,
Dist. Karimnagar (AP).

—Petitioner

AND

1. The Colliery Manager, GDK.No.2A Incline,
Singareni Collieries Co. Ltd., RG-I,
PO: Godavarikhani, Dist. Karimnagar.
2. The Chief General Manager,
Singareni Collieries Co. Ltd.,
Ramagundam Area-I,
PO: Godavarikhani, Dist. Karimnagar.
3. The Chairman & Managing Director,
Singareni Collieries Co. Ltd.,
PO: Kothagudem, Dist. Khammam.

---Respondents

This Industrial Dispute petition U/Sec. 2-A (2) of I.D., Act, coming on before me for arguments on 30-03-2009, upon perusing all the documents on record and upon hearing the arguments of Sri B. Amarendra Rao, Advocate, for the petitioner and Sri D. Krishna Murthy, Standing Counsel for the respondents, having stood over for consideration till this date, the court passed the following:

AWARD

1. This petition is filed U/Sec. 2-A (2) of I.D. Act, by the petitioner, the petitioner Ex-Badli Coal Filler prays this Court may be pleased to set aside the dismissal order dt. 05-07-2004 passed by the 2nd respondent and direct the respondents' company to reinstate the petitioner into service, with continuity of service, all other consequential benefits and full back wages, to meet the ends of justice.

2. The averments of the petition filed by the petitioner are as follows :—

The petitioner submits that he was appointed as Badli Filler in the respondents company in March, 2001, as a dependent of his deceased father. In the year 2001 itself, he worked very hardly and had put in more than 150 musters from April to December, 2001. Ever since the date of his appointment, the petitioner was discharging his duties to the utmost satisfaction of his superiors without any kind of remarks.

3. That on account of the pollution in the work place and hazardous conditions, he was suffering from chronic health problems, severe fever and body pains in the year 2002. Due to the severe ill health and personal problems, the petitioner was constrained to undergo frequent herbal treatment, besides the usual treatment in the company

hospital and Government hospitals. As such, he could not attend to his duties to coal filling regularly. However the petitioner worked very hard and put up 50 physical musters during the year 2002. For the remaining days, the petitioner was sanctioned sick leave by the company authorities, excluding the public holidays. There is sufficient cause for the absence of the petitioner for the remaining days in the year 2002. But the 1st respondent issued charge sheet to the petitioner on 14-05-2003 alleging:

“Standing Order Nos. 25 (25); absence from duty for the year 2002, without sufficient cause”.

4. That the said allegation is false, incorrect and far from truth. There is reasonable and sufficient cause for the alleged absence of the petitioner from duty during the year 2002. Moreover, he had already worked for 50 actual musters + the public holidays and paid holidays comes to the required 100 physical musters, excluding the sick leave period. As such, it cannot be termed as misconduct in any manner. It is pertinent to submit that the badli coal filler's job is very strenuous and hard. The petitioner was suffering from chronic health problems, body pains and personal problems, hence, he cannot be compelled to discharge his duties as badli coal filler for more than 100 musters. The respondents' authorities knew very well about the serious ill health of the petitioner and his undergoing prolonged treatment.

5. That charge sheet was given to the petitioner on 10-07-2003, and enquiry notice was allegedly given on 13-07-2003. Admittedly, it was not served on the petitioner. Fair opportunity was not given to the petitioner to defend his case. Domestic enquiry was allegedly conducted ex parte on 2-9-2003. The management witnesses did not dispute the working of the petitioner for 50 physical musters, paid holidays, public holidays and his sick leave, in the year 2002. The findings of the enquiry officer are perverse and biased. There is no cogent evidence to hold the petitioner guilty of any misconduct. The enquiry officer should issue enquiry notice at least 3 times, before conducting the enquiry ex parte. Hence, this court may be pleased to declare the domestic enquiry conducted by the respondents' company as invalid and vitiated.

6. That the petitioner has been working with the respondents' company from the year, 2001, onwards. He served the company for a short period. He was given employment as a dependant of his deceased father. Hence, the respondents ought to have rescued the petitioner as he was suffering from severe genuine ill-health and personal problems. He lost his parents and there was no body to look after him. He remained alone and suffered very much both mentally and physically. But the 2nd illegally dismissed the petitioner from service w.e.f., 8-7-2004, vide proc. No.RG.I/PER/S/46/3696, dt.5-7-2004. It is illegal, unjust highly arbitrary and contrary to law. Further, the 2nd respondent imposed the capital punishment of dismissal

from service, without issuing any prior show cause notice to the petitioner. Issuing show cause notice of dismissal (proposing the punishment) is mandatory. As such, the impugned dismissal order is against the basic principles of natural justice and contrary to well settled law. Hence, it is liable to be quashed by this court.

7. Further as per the guidelines and standing orders/MOS the respondents ought to have given family counseling to the petitioner giving 3 to 6 months observation period. It was also not done in the present case. But, without giving fair chance to improve his attendance, the 2nd respondent passed dismissal order on 507-2004. Thus, it is a clear case of unfair labour practice and victimisation. That due to the extremely harsh punishment of dismissal from service, the petitioner was thrown on the streets. It amounts to his economic death. It is shockingly disproportionate and not at all commensurate with the gravity of the alleged absence of the petitioner. The respondents have not at all followed the principle of proportionality. The action of the respondents is in utter violation of the basic principles of natural justice. Hence the petitioner is approaching this court seeking justice.

8. The petitioner hails from a very poor family and has no other source of income to feed his large family. He is facing lot of hardship to eke-out livelihood. He could not get any other job inspite of his best efforts and remained un-employed ever since his illegal dismissal from service by the respondents. He was constrained to take huge loans from his relatives to meet his domestic needs and medical expenses for prolonged treatment. This court has got wide powers to quash the removal order and grant relief of reinstatement with back wages to the petitioner U/Sec.11-A of I. D. Act. Further this court has got jurisdiction U/Sec.2-A(2) of I. D. Act to adjudicate this dispute. There are number of judgments of the Hon'ble High Court and Apex Court on this point. No civil or criminal case is pending before any other court or authority in this regard, except the present I. D., before this court. It is therefore prayed this Court may be pleased to set aside the dismissal order dt. 05-07-2004 passed by the 2nd respondent and direct the respondents' company to reinstate the petitioner into service, with continuity of service, all other consequential benefits and full back wages, to meet the ends of justice.

9. The averments of the counter filed by the respondent are as follows:

That it is a Government company incorporated under the provisions of Companies Act, 1956 for carrying out the business of winning and selling the coal. That since the coal mining industry is a central subject the appropriate government for this respondent management is central government. The respondent submits that as per S.7A (1) of I. D. Act the appropriate government may be notification in the official gazette constitute one or more industrial

tribunals for the adjudication of industrial disputes relating to any matter whether specified in the 2nd Schedule or 3rd Schedule and for performing such other functions as may be assigned to them under this Act. That Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29-12-2000 for adjudication of industrial disputes and the petitioner ought to have approached the said tribunal for the redressal of grievance, if any. But the petitioner conveniently avoided to file his petition before the tribunal established by the Central Government for the reasons best known to him. That the petition is not maintainable under law and the same may be dismissed on this ground alone.

10. That the maintainability of the dispute raised by the petitioner before this court may be decided as preliminary issue before proceeding with the trial. That the petitioner failed to exhaust the conciliation procedure as laid down in the I.D. Act and filed the present petition before this tribunal under S.2A(2) of I.D. Act, 1947 as amended by AP Amendment Act, 1987 (Act No. 32 of 1987). That as the appropriate Government for coal mining industry is the central government the State Amendment Act is not applicable to the respondent company and the petition filed by the petitioner is not maintainable under law and is liable to be dismissed in limine. That the petitioner was appointed as Badli Filler on 8-3-2001 at GDK-2 Incline under dependent employment scheme. The averment of the petitioner that he was discharging his duties to the utmost satisfaction of his superiors without any adverse remarks is denied and the petitioner is put to strict proof of the same.

11. That the averment of the petitioner that on account of the pollution in the work place and hazardous conditions, he was suffering from chronic health problems sever fever and body pains in the year 2002 is denied and the petitioner is put to strict proof of the same. Further averment of the petitioner that due to the sever ill health and personal problems, the petitioner was constrained to undergo frequent herbal treatment, besides the usual treatment in the company hospitals and Government hospitals is denied and the petitioner is put to strict proof of the same. Further averment of the petitioner that he was sanctioned sick leave by the company authorities excluding the public holidays is denied and the petitioner is put to strict proof of the same. The contention of the petitioner that there is sufficient cause for the absence of the petitioner for the remaining days in the year 2002 is not correct. That the petitioner had remained absent for duty on a number of days and attended only 50 days during the calendar year 2002 without sanctioned leave or sufficient cause. He did not inform his superiors regarding his illness at any point of time. He absented for duties without sanctioned leave. He did not attend to company's hospital for treatment or sick leave. Hence a charge sheet dt. 14-5-2003 was issued on him under company's standing orders No. 25.25 which

reads as "Habitual Late Attendance Or Habitual Absence From Duty Without Sufficient Cause". Regarding medical facilities, the respondent company is carrying out mining operations, which is engaged in exploration, excavation, extraction and winning of coal in the 4 Districts of Andhra Pradesh i.e., Khammam, Karimnagar, Adilabad and Warangal and has a well established chain of hospitals in all its areas and also in the nearby to cater to the health requirements of its employees and their family members. It is also mandatory under the Mines Act/Regulations to maintain the hospitals that are manned by the qualified medical practitioners. Also the respondent company has rules and regulations to refer the cases of complicated diseases to out side hospitals like Osmania General Hospital, Gandhi Medical Hospitals and Nizam Institute of Medical Sciences and the charges are also borne by the respondent company. The petitioner is fully aware of the same but did not avail the facilities. He never reported at company's hospital for treatment and sick leave.

12. That the averment of the petitioner that there is reasonable and sufficient cause for the alleged absence of the petitioner from duty during the year 2002 is denied. The contention of the petitioner that he had already worked for 50 actual musters + the public holidays and paid holidays comes to the required 100 physical musters excluding the sick leave period is not correct. The averments of the petitioner that it cannot be termed as misconduct in any manner is denied. That any underground workman should put more than 190 mandatory musters per year. The contention of the petitioner that he was suffering from chronic health problem, body pains and personal problems, hence he cannot be compelled to discharge his duties as a badli filler for more than 100 musters is not correct. The averment of the petitioner that the respondents' authorities knew very well about the serious ill health of the petitioner and his undergoing prolonged treatment is denied and the petitioner is put to strict proof of the same.

13. All the averments made in these paras are denied. That the charge sheet dt. 14-5-2003 was issued to the petitioner on 10-7-2003. He did not submit any explanation. An enquiry notice dt. 16-7-2003 was issued on him advising him to attend enquiry on 22-7-2003 along with witnesses to defend himself in the enquiry. As he has not attended for duty the said enquiry notice was sent to his home address available as per service record by RPAD. But the same was delivered or not was not know to the respondents. Subsequently the enquiry notice in Telugu was published in Telugu daily newspapers "Andhra Jyothi" in main edition dt. 23-8-2003 advising him to attend for an enquiry fixed on 2-9-2003 along with his witnesses and evidences and to utilise this opportunity and further it was also mentioned that if the petitioner fails to utilise the opportunity, the enquiry will be proceeded with as per the information/evidences available with the management and the enquiry will be held ex parte. That the petitioner neither attended

for enquiry on 2-9-2003 nor informed to the concerned authorities regarding the reasons of his absents for the enquiry. The charges levelled against the petitioner were relied upon the pay roll records viz., pay sheets and attendance registers (Form-C) of the petitioner for the period from 1-1-2002 to 31-12-2002, which are material evidence available with the management. The petitioner did not inform to the concerned authorities regarding his inability for attending the enquiry. The management representative has pleaded that he find no reason to give further time to the petitioner and he requested to proceed with the enquiry as per the material evidence available with the management and to conduct the enquiry ex parte. The management representative and management witnesses produced the relevant documents/records i.e., pay sheets and attendance registers of the petitioner in the enquiry. The same were verified by the enquiry officer and found that the petitioner has been absents habitually from duties during the calendar 2002. The petitioner did not attend for enquiry on 2-9-2003. The enquiry officer also found that the documents submitted by the management representative are of material in nature and the enquiry officer considered the plea of the management representative and proceeded with the enquiry basing on the evidence available with the management and conducted the enquiry ex parte. That the management representative/management witness-I has deposed that he found as per the pay roll records that the petitioner had put in only 50 musters during the calendar year 2002. He further deposed that the petitioner did not obtain any prior permission from the competent authority for his absence from duties on the days as mentioned in the charge sheet. He further deposed that the petitioner did not inform to the office or to his superior officer regarding the causes of his absence.

14. That the management witness-2 has confirmed the statement of the MW-1. The records/documents produced by the management witnesses were verified by the enquiry officer and found that the petitioner has absented for duty as mentioned in the charge sheet. Basing on the evidences of management witnesses during the enquiry proceedings on 2-9-2003, it was clearly established that the petitioner has absented habitually from duties without any leave and sufficient cause on all the days as mentioned in the charge sheet. Hence, the charge levelled against the petitioner was proved beyond doubt. That this court may decide the validity of the domestic enquiry as a preliminary issue and permit this respondent to lead evidence if this court comes to a conclusion that the domestic enquiry is not valid.

15. A show cause notice dtd. 12-2-2004 along with copies of enquiry proceedings and enquiry report was issued to him enabling him to make any representation against the contents of the enquiry proceedings and report. He acknowledged the same. He did not submit any

representation. The attendance particulars of the petitioner from the year 2001 to 2004 are furnished hereunder.

Year	Actual Musters
2001	146
2002 (charge sheeted year)	050
2003	001 (one) day
2004 (charge sheeted year)	003 (three) days

From the above it is notice that the petitioner has failed to improve his attendance after issuing the charge sheet also. As there was no improvement in his performance, the respondent was constrained to dismiss the petitioner from company's service w.e.f., 08-07-2004, vide order dtd. 5-7-2004.

16. That the respondent company employs more than 83,000 persons which includes workmen, executives and supervisors. The production results will depend upon the over all attendance and performance of each and every individual. They are inter-linked and inseparable. In this regard, if anyone remains absent, without prior leave or without any justified cause, the work to be performed gets effected. Such unauthorised absence creates sudden void, which at time is very difficult to fill-up, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. That is the reason why the respondents company is compelled to take sever action against the unauthorised absentees. In the instant case, the petitioner is one such unauthorised absentee having only 50 days attendance in the year 2002 and he has not improved his attendance and work performance even after issuing the charge sheet. He had put in less musters from the year 2001 onwards. He had failed to improve his attendance after issuing the charge sheet also. With the advent and implementation of new industrial and economic policies by the Central/State Governments as well as the company, the company cannot go on employing the persons who are chronic absentees, who are a burden to the company. As such, the respondents' company was constrained to dismiss the petitioner for unauthorised absenteeism w.e.f., 8-7-2004, vide order dtd. 5-7-2004. The other allegations which are not specifically admitted herein are hereby denied. It is therefore prayed that the petition may be dismissed with costs, for which act of justice the respondents shall ever pray.

Heard oral arguments on both sides.

17. From the respondents counsel argument with regard to documents, there is no dispute as the petitioner filed the memo on 5-11-2007, U/Sec. 11-A of the I. D. Act, the petitioner is not challenged the validity of the domestic enquiry conducted by the respondent and prayed the court to decide the quantum of relief of punishment to which the

petitioner is entitled on the basis of evidence on record available as per U/Sec.11-A of the I. D. Act. The disputed fact between both the parties is only with regard to the absence of the petitioner from his duties without prior intimation and sanction of leave.

18. On behalf of the respondent side the following single cited decision (xerox) reported as follows:—

In the High Court of judicature of Andhra Pradesh at Hyderabad in W.P.No.30036/1995, dtd. 06-12-2001, between Thimmaiah Vrs., Industrial Tribunal-cum-Labour Court, Hyderabad and another, reported in 2002 (1) ALD-314 (D.B.)—Industrial Disputes Act, Sec.2(oo)(bb) and Sec.25(F). Termination from service on the ground of continuous absence from duty under the standing orders does not amount to retrenchment. When such order of termination was not after giving notice to the employee not liable to be challenged.

19. Before going into the merits of the case, I would like to submit how this case was delayed. This petition-claim statement was filed on 15-04-2006, U/Sec.2 (A) 2 of the I. D. Act, being aggrieved by the order of dismissal passed by the respondent management vide Proc., dtd. 05-07-2004, and it was checked and numbered on 15-04-2006. It was posted by issuing notice to respondent side through RPAD on 12-05-2006. On 24-07-2006 Sri B. Amarendra Rao, Advocate, filed the Vakalat, petition U/Sec. 36(4) leave granted as other side consented. On behalf of the respondent side, Sri D. Krishna Murthy, Advocate, filed Vakalat on 25-09-2006. Posted for counter and documents. On 20-11-2006, R-2 filed counter. Memo filed by R-1 & R-3 adopting the counter of R-2. Posted for framing preliminary issues on 18-12-2006, on that day preliminary issues framed, posted for hearing on preliminary issues on 22-1-2007. On that day petitioner requested to send the matter to the Lok Adalat for settlement and the matter was sent to Lok Adalat. On 17-03-2007, the matter was not settled and returned to this court. Again the matter was sent to the Lok Adalat for settlement on the 2nd time. On 21-05-2007, this case was received from Lok Adalat as the matter was not settled for the 2nd time and posted for hearing on preliminary issues on 11-06-2007. Again 3rd time filed the memo to send for Lok Adalat on 6-8-2007. On 25-8-2007 the matter was not settled before Lok Adalat for 3rd time and matter was remitted back to this court and posted for hearing on preliminary issues, on 27-8-2007. On 1-10-2007 the petitioner and his counsel requested this court for filing the memo U/Sec.11-A of the I. D. Act. On 7-12-2007 the petitioner filed the memo U/Sec.11-A of the I. D. Act stating that he is not disputed and not challenged on the validity of the domestic enquiry conducted by the respondent and posted for arguments on 20-1-2008. On 15-9-2008 after granting 13 adjournments, the petitioner and his counsel called absent, though taking 13 adjournments as they like convenience of the counsel. It must subserve

to the larger interest of administration of justice, the Petitioner and his counsel not participated and co-operate for disposal and adopting dilatory tactics in this court. The matter is posted to get ready or report no instructions otherwise it will be decided U/Rule 24 of AP ID Rules. Even then not co-operated, they have not followed the Court direction, this court has no other go except to follow the procedure U/Rule 24 of AP ID Rules in deciding the case on merits as treated as heard and posted for respondent side on 22-9-2008, respondent standing counsel requested time for filing the written arguments. On 29-9-2008 respondent side filed written arguments without supplying copies to otherside stating that petitioner and his counsel absent and not present before the court and posted for reply on 13-10-2008. On 29-12-2008 petitioner counsel stated post the case for award. Hence posted for award on 7-1-2009. On 7-1-2009, due to the B.C., latches and delays for checking documents award was re-opened and posted for reply. On 30-3-2009 petitioner and his counsel absent, no representation. This is a case of 2006 and it is in the identified it is coming for reply but there is no reply. Hence this court has no other go except to treat as no reply. Hence, posted for award.

20. Heard the arguments advanced by the learned counsel appearing for respective parties. I have perused the contents of the claim statement and counter allegations together with all other documents filed into the court and material available on record. I have also taken into consideration the various points raised by the respondent counsel during the course of the arguments. The petitioner side arguments treated as heard, Respondent side filed the written arguments. Petitioner side filed the reply arguments. Having seen the entire material available on record and the facts and circumstances of the case, the following charge framed against the petitioner in this case arises for consideration.

The petitioner for having remained absent from work and he put working days in only 50 musters during the year 2002. It amounts to misconduct under company standing orders No. 25.25 which reads as follows. Habitual late attendance or habitual absence from duty without sufficient cause.

21. The respondent company issued the charge sheet to the petitioner and office copy is filed into the court under document No. 1. The respondent issued the enquiry notices office copy is filed into the court under document No. 2 and it was not received the same was published in newspaper to attend the enquiry under document No. 3. Respondent conducted the enquiry proceedings under document No. 4. Enquiry report is filed under document No. 5. Respondent issued show cause notice to the petitioner and its acknowledgement filed into the court under document No. 6 & 7. Office copy of dismissal order filed into the court under document No. 8.

22. Being aggrieved by the dismissal order issued by the respondent against the petitioner, the petitioner filed this I.D., U/Sec. 2-A(2) of the I.D. Act, challenging the dismissal order directing the respondent to reinstate the petitioner into service with back wages and other attendant benefits etc. In support of the petitioner, the petitioner workman has filed an affidavit petition, he has narrated all the facts and circumstances that he was forced to file this petition and requested the court to allow this petition as prayed for.

23. On behalf of the petitioner side reply arguments filed as follows. The petitioner was appointed as badli coal filler in March, 2001 as dependant of his deceased father. From April, 2001 to December, 2001 he worked in 150 musters. Due to pollution and hazardous working condition during the year 2002 the petitioner suffered from serious ill-health, personal problems underwent prolonged treatment in the respondent company hospital and also Government hospitals. The petitioner absented to duties un-authorisedly during the year 2002 and he put only 50 musters for the remaining days he was sanctioned sick leave in the year 2002. There is a reasonable and sufficient cause for the alleged absence of the petitioner for 108 days during the year 2003. In para 5 noted the Apex Court judgment 1988-1 LLN-303 Scooter India Ltd., Vrs. Labour Court, Lucknow and decision in 2002-1 ALT-151 D.B., BHEL Vrs., P.O., Additional Industrial Tribunal, powers of Labour Court while holding that charges stand proved can interfere with the punishment if it is disproportionate to proved guilty by giving reasons. Hence, he prayed the court to reinstate the petitioner into service with continuity of service and consequential attendant benefits and back wages to meet the ends of justice.

24. For this, respondent standing counsel written arguments filed into the court are as follows. The petitioner was appointed as Badli Filler during the year 2001 chargesheet was issued in the year 2003. The petitioner is habitual absentee, he was absented from duty on a number of days during the year 2002 without prior leave and put up only 50 days of attendance. The respondent issued the chargesheet, the petitioner not attended the enquiry and enquiry was conducted as ex-parte.

25. Further from the respondent Standing Counsel as per the petitioner filed the memo U/Sec. 11-A of the ID Act, with regard to quantum of punishment, it is submitted that respondent company excavates and supplies coal to different industries of National importance like APGENCO, NTPC and for that purpose, more than 83,000 persons were employed, if the production and supply of coal is not made in time the work of the coal linked industries will be adversely affected causing National loss. If the workers resort to absenteeism without sufficient cause and prior leave and if it is not checked by stern action the respondent cannot achieve targets in production and

supply of coal which would result in National loss. Therefore the respondent viewed unauthorised absence seriously and described as it is a misconduct as per the certified standing orders. The respondent to facilitate the workers in case of ill health the respondent has established his own hospitals where free treatment is given to the employees and their dependents. In case of necessity one will be referred to Super Speciality Hospital for better treatment. Inspite of this the petitioner remained absent without prior leave, the respondent has no option but to remove him. Otherwise it creates indiscipline among the hundreds and thousands of its employees. The respondent side cited the decision reported in 2002 (1) ALD-314 as discussed above in detail. Hence, respondent prayed this court to dismiss the petition.

26. From the respondent counsel submitted written arguments with regard to the office objections for making of documents without complying the same at the time of arguments and also not argued for making of the documents. With regard to respondent filed documents there is no dispute.

27. From both the counsel argument there is no dispute with regard to the absence of the petitioner and the same was also admitted by the petitioner and found by the respondent. The disputed fact is whether the petitioner was absent due to ill health as he underwent prolonged treatment in the respondent company hospital and private hospital and he was also applied the sick leave. As per the respondent counsel argument the petitioner was absented duties from April to December, 2001. In the year 2002 he attended duty only 50 days. The petitioner stated the reason due to his sick he is unable to attend his duties. As per the counter allegations in para No. 9 last the charge shows the attendance of particulars of the petitioner from the year 2001 to 2004 as furnished hereunder :—

Year	Actual Musters
2001	146
2002 (charge-sheeted year)	050
2003	001(one) day
2004 (after charge-sheeted year)	003 (three) days

For this petitioner did not filed any rejoinder either objected or disputed the days shown in the chart. So it was admitted by the petitioner as he was not at all attended the duties in the year 2003 and 2004. The conduct of the petitioner he has not given any reply to the chargesheet and also not attended the enquiry proceedings as the enquiry proceedings conducted ex-parte. Petitioner also not submitted reply to the show cause notice, thought he

petitioner received the show cause notice and its acknowledgement filed into the court. The petitioner failed to submit his reply to the show cause notice itself clearly shows that he has no interest to work in the company. The petitioner had no explanation to offer as such disciplinary authority did not find any reason to modify the punishment as it is admitted that the petitioner admitted the charge of his misconduct and the proposed punishment of removal. The petitioner failed to submit his explanation to the show cause notice this shows he has no interest to work in the company. The petitioner not participated in the domestic enquiry, if petitioner is really interested to work in the company he should have participated in the domestic enquiry to plead his defence and his innocence as the absence was not intentional and willful and he is ready and fit to work in the company.

28. The memo filed by the petitioner counsel dt. 5-11-2007, U/s. 11-A of the I.D. Act stating that he is not contesting the procedural aspect of enquiry proceedings and its findings report. The petitioner not contested the legality and fairness of the enquiry proceedings and confined his case only to the conclusions reached by the enquiry officer and requested only to consider quantum of lesser punishment. The petitioner therefore prays this court to hear the arguments U/Sec. 11-A of the ID Act, with regard to the lesser punishment. The petitioner as per the memo filed the legality and validity of enquiry was not challenged and not questioned therefore this court has exercised the powers U/Sec. 11-A of the ID Act to set aside the dismissal order. Whether the punishment of dismissal of the petitioner from service is disproportionate or shockingly severe if so, whether the reinstatement can be ordered with back wages and benefits etc. The only question that remains in this case is whether the punishment imposed is justified in the circumstances and nature of allegations contained in the chargesheet on the proved misconduct for having absented for a period of 50 days without prior permission and sanction of leave. The petitioner also failed to prove he suffered with sick and taken the treatment from the company hospital and private hospital, to that effect no evidence is produced before this court.

29. The case of the petitioner that he had underwent medical treatment in the respondent's hospital and private hospitals, but to that effect no documents filed into the court. On behalf of the respondent side MW-1 and MW-2 management witnesses examined. Basing on the evidence, it shows the petitioner has absented habitually from duties without any leave and sufficient cause on all the days shown in the chargesheet. The petitioner failed to utilise the opportunity to attend the enquiry show cause notice was also issued, but the petitioner failed to submit reply to the show cause notice. The petitioner is one such unauthorised absentee having only 50 days

attendance in the year 2002 and in the chargesheet year 2003 only 01 day, after chargesheeted year 2004 only 03 days attended to his duties. It shows the petitioner has not improved his attendance and work performance even after issuing the chargesheet he had put in less musters. The petitioner failed to improve his attendance after issuing the chargesheet. As per the new industrial and economic policies by the State Governments as well as the company cannot go on employing the persons who are chronic absentees as it is burden to the company. Hence, I hold the petitioner is responsible for the charge of unauthorised absenteeism and habitual absenteeism without leave for 50 days and I also agreeing with the findings of the enquiry officer as the petitioner's misconduct the petitioner who by his action or inaction caused financial loss to the company. It is therefore respondent rightly found the guilty of the petitioner in the interest of the company and also to safeguard the industries.

30. Section 11-A of the ID Act, applicability, the Act is a beneficial piece of legislation enacted in the interest of employees. In construing the provisions of Welfare Legislation the court should adopt a beneficent rule of construction. If two constructions reasonably possible, the construction which further the policy and object of the Act and is more beneficial to the employees has to be preferred. Further the object of the Act is to safeguard the service conditions of the employees. The protection given to the workman in industrial law is not for his misconduct but against unlawful dismissal of his services by the management. The right to work is not to be confused with a persons right to misconduct himself in the course of his employment. U/Sec. 11-A of the I. D. Act, even in case where a Tribunal upholds the finding of misconduct recorded by the management at the domestic enquiry, the Tribunal can interfere with the punishment awarded by the management and later the same. But in exercising the discretionary powers to interfere with the punishment the discretion should not be exercised in an arbitrary manner, but it should be exercised in a judicial and judicious manner. Before interfering with the punishment imposed by the management the Tribunal must take into consideration all the relevant facts and can interfere with the punishment imposed by the management only when it comes to the conclusion that the punishment imposed is extremely harsh and unjust and wholly disproportionate to the misconduct proved.

31. U/Sec.8 of the Evidence Act the act of the petitioner absented in his duties the fact is relevant which shows the conduct of the petitioner. Explanation 1 to Sec.8 the word conduct generally conduct does not include a statement. The explanation 1 to Sec.8 also lays down that an exception to this definition and lays down that the statements which accompany and explain acts other than statements are included in the definition of conduct.

32. From the respondent standing counsel argument the burden is on the petitioner to prove his case that he was absented for his duties due to his sickness by taking treatment in the respondent company hospital and private hospitals, but to that effect no documents are filed and no oral evidence of any witnesses examined at the time of domestic enquiry, but the petitioner himself failed to attend the domestic enquiry. The credibility of the evidence of the petitioner court has to consider the manner of giving evidence surrounding circumstances, probabilities conduct for his absence and subsequent conduct for not attending his duties for giving true or false evidence intrinsic merit of the evidence how it stands with other evidence adduced etc., the petitioner evidence must be scrutinised by applying the test of probability, but in this case the petitioner not at all attended the domestic enquiry and the enquiry was conducted ex parte proceedings.

33. From the petitioner counsel contention are not acceptable as per the claim statement and reply arguments without letting any oral evidence. The petitioner never approached the respondent company before/after issuing charge sheet to join him duty after fitness from his sickness along with medical certificate. The oral arguments of the petitioner counsel as there are far from the facts of the case and contrary to the documentary evidence material on record available in this case. The petitioner was dismissed in the year 2002 and the I. D. petition was filed in the year 2004. In this case this I. D., was sent to the Lok Adalat for 3 times to settle before the Lok Adalat, but it was not settled. The petitioner though received the charge sheet failed to give reply to the charge sheet, it shows he has no defence. The petitioner received the notices through the RPAD and also paper publication but the petitioner did not represent the respondent and he also not attended the domestic enquiry, so the domestic enquiry conducted as set ex parte. Petitioner received the show cause notice and acknowledgement filed into the court, but the petitioner failed to give the reply to the show cause notice, itself shows he has admitted the guilt of the misconduct. The petitioner contention and counsel argument are generally vague, ambiguous, contradictory and invented an afterthought not even prima facie supported by any cogent and reliable evidence. Except the general allegations the petitioner failed to prove the genuineness of the allegations made in the claim petition. It is well settled that the petitioner who approached the court with false explanation is not entitled to any relief. Having burden on the petitioner to prove his case, but the petitioner failed to discharge his burden. Hence, the charge levelled against the petitioner was established basing on the evidence available on the record. I am agreeing with the findings of the Enquiry Officer report and respondent held the charge against the petitioner proved beyond all reasonable doubt.

34. From the petitioner counsel main argument urged with regard to quantum of punishment the order of dismissal from service was harsh shockingly disproportionate and not at all commensurate with the gravity of alleged charge of misconduct levelled against the petitioner as discussed above in detail. The punishment of dismissal order inflicted on the petitioner amounts highly arbitrary and not at all warranted to the present case. This court has got wide powers vested as per the memo filed U/Sec. 11-A of the I. D. Act to set aside the dismissal order. Some minor punishment would have been sufficient and it is open to the court to set aside the order of dismissal and direct the respondent to reinstate the petitioner with continuity of service, with all consequential benefits and back wages, as deem fit and proper in the interest of justice. The petitioner counsel requested this court having wide powers vested U/Sec. 11-A of the I. D. Act to set aside dismissal order as the punishment is not proportionate in this case.

35. For this from the respondent counsel argument that the nature of the misconduct as discussed above in detail company employed more than 83,000 workers, if the production and supply of coal is not made in time, the work of the coal linked industries will be adversely affected causing National loss. The counsel further contended that the power of the Labour Court/Tribunal to interfere with the quantum of punishment under the powers U/Sec. 11-A of I. D. Act, was limited and when once the charge of misconduct has been found to be proved the Labour Court Tribunal cannot interfere with the quantum of punishment. In the duly considered domestic enquiry the charge of misconduct found established and, therefore, he was subjected to major misconduct liable to be punished for dismissal from service. It was clearly established from the evidence the guilt of misconduct is a major punishment. There is no extenuating circumstances to accept the material on record placed by the petitioner. Having burden on the petitioner to prove his case, but the petitioner failed to discharge his burden. It is well established that this court should not mechanically use the words punishment being disproportionate to the charge. This court is required to give reasons as to why the punishment is grossly disproportionate to the discretionary powers cannot be equated with the power of veto. When the petitioner is undoubtedly committed the misconduct as discussed above in detail. In these circumstances, this court cannot take any lenient view by considering the powers U/Sec. 11-A of the I. D. Act, and substitute its own opinion for that of the respondent dismissal order. The main purpose of punishment is to correct the misconduct of the petitioner concerned by making him more alert in the future and to hold out a warning to the other employees to be careful in future and to hold out a warning to the petitioner/employee and to be careful in the company of other employees to hold out a warning to be careful in discharge of their duties, so that they do not expose themselves to similar

punishments. Hence, prayed this court to dismiss the claim of the petitioner without granting any relief muchless as prayed for in the interest of justice and fair play and deem fit in the circumstances of the case as not to show any sympathy on the petitioner and dismiss the Industrial Dispute.

36. From the respondent counsel argument the discretion can be exercised U/Sec.11-A of the I. D. Act is available only on the existence of certain parameters like punishment being disproportionate to the gravity of misconduct, so as to disturb the conscience of the court or the existence of any mitigating circumstances which requires the reduction of punishment and also by considering the past record of the petitioner which may persuade this court to reduce the punishment. The court to interfere with the quantum of punishment the discretion has to be used judiciously and not capriciously it should observe that harsh punishment only disproportionate to the charge should be criterion for interference in the absence of any such mitigating factors existing this court cannot by way of sympathy alone exercise the powers U/Sec.11-A of the ID Act, and reduce the punishment.

37. This court arrived at on proper appreciation of evidence made available in the context of the facts and circumstances of the case, there is absolutely to creep in any infirmity or inconsistency nor does the order suffer from any patent error of law or plausibility in approach and not even for lack of opportunity to him, no such error leading to manifest injustice or violation of principles of natural justice, I am satisfied that the findings are based on acceptable evidence and in the absence of any other contra material, I do not find any valid reasons to interfere with the petitioner's misconduct found guilty by the respondent.

38. In evaluating evidence the probability of a case must be considered. Even though the onus proving the guilt on the management, the probability or otherwise of the version of the defence plea as per the claim statement without any oral or documentary evidence put forward by the petitioner has to be taken into account in determining his guilt and it cannot altogether ignored. When the petitioner instead of bare denial pleads a positive case then nature of such case and its probabilities do so be considered. The probative effect of evidence in cases of preponderance of probability constitute a sufficient ground for decision of the facts and circumstances of such that no reasonable man would draw a particular inference from them or if the degree of probability in the case is such as to include any other hypothesis besides the one proposed to be proved then the party who relies on particular theory/plea cannot said to have discharge the onus of proof establishing that theory/pleas, but if there is evidence strongly

preponderancing in favour of any of theory/plea set up by the court is entitled to act upon it. U/Sec.106 of the Evidence Act lays down that when the subject-matter of unauthorised absence without prior permission and leave by the petitioner lays particularly within the knowledge of the petitioner and the petitioner must plead and proved. The true objects to be achieved by a court of justice can only be gathered with the petitioner plea on the basis of claim statement and oral arguments of Petitioner counsel without any oral or documentary evidence who personally knowing the whole circumstances of the case can dispel the suspense attached to it. The burden of the petitioner is discharged if he establishes his case by preponderance of probabilities, the burden of proving a plea speaking set up by the petitioner the pollution in the work place and hazardous condition he was suffering from chronic health problems sever fever and body pains as the petitioner constrained to undergo frequent herbal treatment besides the usual treatment in the company hospitals and Government hospitals as such he could not attend to his duties of coal filling regularly.

39. Now it is the duty of the court to see which side evidence is probable to prove the guilt of the petitioner. From the petitioner side evidence subject to careful consideration and be shifted properly and in the light of other corroborative evidence and attended circumstances was not supported by any other cogent and independent evidence.

40. From the above facts and circumstances taken into consideration it is clear that the legal system accepted a doctrine of proportionality is balance sheet test and necessity test. In awarding punishment, the respondent-management shall take into account the gravity of misconduct past record as one of the circumstances and if any of the other extenuating or aggravating circumstances that may exists. The question is whether in the facts and circumstances of this case, this court is justified in invoking and apply the doctrine of proportionality. In my opinion the answer must be in the negative. While deciding the question whether the penalty is to be awarded a balance sheet of aggravating and mitigating circumstances has to be drawn-up. In this case there is no mitigating circumstances but there are number of aggravating circumstances in this case are as follows. The petitioner never approached at any time the respondent company to join him duty after cure and fitness his disease along with the medical certificates, but the petitioner failed to do so, this is one of the main fatal circumstances shows the petitioner has no interest to continue the job in the respondent company. After filing this I. D., in this court the petitioner filed the petitions for 3 times to send for the Lok Adalat for settlement, though the matter sent before Lok Adalat the matter was not settled though number of cases settled this case was not

settled before the Lok Adalat. The petitioner though received charge sheet, but the petitioner failed to submit his explanation to the respondent itself shows the petitioner has no defence and admitted the guilt of the misconduct. The further conduct of the petitioner after issuing charge sheet in the year 2003, he attended only one (1) day and in the year 2004 only for three (3) days. This shows the length of absence and other attending facts and circumstances of the case may lead an inference that the petitioner has voluntarily abandoned the employment. Though the petitioner received the enquiry notice through RPAD and also publishing in Telugu paper the petitioner did not approach the respondent not made any representation before the respondent, so the respondent conducted the domestic enquiry as ex parte. The petitioner not entered into the witness box to lead his oral evidence to plea his innocence, but the petitioner's conduct not attended the enquiry shows he has no interest to work in the company best reasons known to him only. The respondent issued the show-cause notice and acknowledgement is filed into the court, but the petitioner failed to submit his explanation to the show-cause notice of dismissal shows that he was not interested to continue in the job in the organisation as he attends in the year 2003 only one (1) day and 2004 three (3) days only without prior permission sanction of leave he was not at all attended to his duties for the entire two years. The petitioner was dismissed in the year 2002 and this I. D., petition was filed in the year 2004 with a delay of 2 years. There is no explanation also for the delay.

41. From the above facts and circumstances taken into consideration the presumption is an inference of facts drawn from other known or proved facts. The rules of presumption is a rule that courts may or shall draw a particular inference from a particular facts or evidence. Unless until if so permitted the truth of such inference is rebutted. Presumption helps in determining the probative force of evidence by subjecting to the extent of probative force under precise rules. It is the burden on the petitioner to explain or rebutted what he plead to prove his innocence but the petitioner failed to do so. The conduct of the petitioner never approached the respondent at any time even before or after issuing the charge sheet it shows petitioner abandoned his service to take-up alternative employment or to attend to personal affairs and does not bother to send any letter seeking leave as per the records there is no record to show that he approached the respondent, now filing the I. D., to take back to duty this will be a travesty of justice. When the petitioner unauthorisedly absent himself and suddenly appears after for a period of nearly 5 years demands that he should be reinstated by approaching through this court. When a petitioner is a chronic defaulter and chronic absentee and in the habit of absenting himself without sanction of leave the court cannot interfere U/Sec. 11-A of the I. D. Act. It is

not in dispute that the petitioner remained absent from the year 2002 to 2004 without applying for any leave and without stating what is the disease he suffered and also not filed any medical certificates and also not examined the doctors orally either in the domestic enquiry or in this court shows a doubt about his illness about taking treatment in the private hospitals. Further as per respondent contention the respondent company and also it is mandatory under the Mines Act Regulations to maintain the hospitals that are manned by the qualified medical practitioners and also respondent company refer the cases of complicated diseases to the outside hospitals by borne the charges at the cost of respondent company. The petitioner is fully aware of the same, but not at all availed the facilities and he also never reported and treated at company hospital for treatment and sick leave. Further the petitioner disease it is not such a die disease as to make the petitioner impossible to move. Even if the petitioner suffered sickness but the petitioner not pleaded what disease he suffered he can forward the letter or phone etc., through one of his family members or atleast by post but the petitioner failed to do so. So in common law an inference can be drawn from the long absence of the petitioner worker from duty and surrounding circumstances that the petitioner has relinquished his job. The burden is on the petitioner to prove by satisfactory evidence that infact he was not availed the opportunity absent or explain the reasons for his absence from the work. This constitute abandonment of service there must be total or completely giving up duties so as to indicate an intention not to resume duty. Abandonment or relinquishment of service is always a question of intention and normally such an intention cannot be attributed to the petitioner without adequate evidence in that behalf. But in this case, there is no oral or documentary evidence on the part of the petitioner to prove his defence plea. It is a question of fact which has to be determined in the light of the above circumstances of the case.

42. Having burden on the petitioner to establish his case as he is the proper person to state what is the disease he suffered with details of treatment taken from the doctors which is within his special knowledge of the petitioner. In this case best evidence is the charge sheet explanation reply to the show-cause notice and oral evidence of the petitioner and also medical certificates is the documentary evidence, but the petitioner failed to prove by any oral or documentary evidence. Further and important thing when the petitioner suffered sick why the petitioner not taken the treatment at the respondent hospital or referred to the referral hospitals shows the allegations of ill-health is not true. The petitioner also failed to examine the private doctors from whom he taken the treatment. In this case, petitioner violated the respondent company leave regulations as the petitioner long absent without prior permission or sanction of leave.

With regard to charge the petitioner was chronic defaulter or chronic absentee and in the habit of absenting himself without prior permission and sanction of leave. The misconduct is serious one. The petitioner not submitted the explanation to the charge sheet and also no reply to the show-cause notice. Further it is not the case where the absence was beyond his control the health problem placed by the petitioner are not so serious, so as to disable him to intimate his absence well in advance or during the course of his sickness. The absence of the petitioner habitual without prior intimation and sanction of leave and the failure of the petitioner to attend the duties it is not only causes loss to him in person but also causes loss to the company and inconvenience of the industry running with the help of coal mines in general. This type of attitude of the petitioner motivates other employees also to evade from the duties. The petitioner's misconduct by his action or in action financial loss to the company or not fit to be in service.

43. In my opinion the answer must be in the negative as the petitioner misconduct should be taken into consideration petitioner has no interest to work in the company as he abandoned service to take-up alternative employment. The petitioner appointment under dependant employment scheme after the death of his father. The petitioner works 50 days for the year charge sheet date and in the year 2003 one (1) day and 2004 three (3) days working musters only and remaining days he was absent without prior permission or sanction of leave. This court negatived all the contentions raised by the petitioner counsel and held the enquiry to be inconsonance with the principles of natural justice and supported by evidence from the respondent-management witnesses MW-1 & MW-2. The misconduct habitual unauthorised absence of the petitioner and he has no interest to work in the company. So it would require a severe and stern action in order to prevent the other employees of the management from committing such acts of misconduct. It shows the story alleged by the petitioner is improbable and unbelievable and there is inconsistency not trustworthiness of the petitioner contention as there is no cogent and reliable and corroborative independent evidence to support the case of the petitioner. This court is entitled to look into the past record of service of the petitioner for the purpose of lesser the punishment in appropriate cases. But in this case though given counseling to the petitioner but there is no improvement and he continuing unauthorised absenteeism. I am of complete agreement with the said proportion. The misconduct is grave serious one it is an aggravated one instead of mitigating circumstances. The petitioner did not gave up his past habits, but continued acts of causing unauthorised absenteeism in attending the duties the company as there is no confidence on this petitioner. The management cannot be tolerated from the peace running of the

company would not be disturbed. The disciplinary authority tressed on the bad past record of the petitioner as an aggravating circumstances against the petitioner. This court observed that harsh punishment wholly disproportionate the charge should be the criterion for interference. In this case, I have found that the charge established against the petitioner was a serious one. The findings of the respondent that the petitioner has failed to substantiate the pleas by cogent and reliable evidence to prove his innocence and there is no fault on his part, moreover nothing has been shown to me to take a contrary view in this regard. In my opinion the defence plea is created false story having burden of proof lays on the petitioner to prove by relevant evidence as his primary duty and responsibility but he failed to do so. For the aforementioned, I find no infirmity with the order of the respondent which is just and reasoned one. Therefore, the respondent rightly inflicted the penalty of dismissal from service.

44. In this case, this court has specifically held that there is no extenuating circumstances to give a different punishment to the petitioner other than the given punishment of dismissal from service for the misconduct of the petitioner which is a serious and grave misconduct for his unauthorised absence for his duties without prior permission without sanction of leave from the competent authority, due to which company cannot go on employing the persons who are chronic absentees which is burden to the company. This court has examined the proportionality of punishment and has in effect held that the punishment imposed is not disproportionate to the charge held established. Hence, I see there are no reasons to interfere with the punishment order imposed by the respondent as there are no merits and the petition fails and the same is liable to be dismissed for want of merits and accordingly this petition is dismissed.

45. In the result, the I.D., petition is liable to be dismissed and is accordingly dismissed. But in the circumstances, no costs.

Typed to my dictation directly by Typist, corrected and pronounced by me in the open court on this, the 23rd day of April, 2009.

M. SHANMUGAM, Chairman-cum-Presiding Officer

Appendix of Evidence Witnesses examine

For workman:	For Management: -
-Nil-	-Nil-
EXHIBITS	
For workman:	For Management:
-Nil-	-Nil-

नई दिल्ली, 13 मई, 2009

का.आ. 1591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल, के पंचाट (संदर्भ संख्या-88/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/257/2007-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.88/2007) of the Cent. Govt. Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of Eastern Coalfields Limited, and their workmen, received by the Central Government on 13-5-2009.

[No. L-22012/257/2007-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM -LABOUR- COURT, ASANSOL.

Present : Sri Manoranjan Pattnaik, Presiding Officer.

Reference No. 88 of 2007

Parties : The Agent, Nimcha Colliery, Satgram Area of ECL, Bidhanbag, Burdwan.

Vrs.

The General Secretary, Koyla Mazdoor Congress, Asansol, Burdwan.

REPRESENTATIVES

For the management : Sri P.K.Das, Advocate

For the union(workman) General Secretary, Koyla Mazdoor Congress.

Industry : Coal State : West Bengal.

Dated, 28-03-2009, 30-3-2009

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/257/2007-IR(CM-II) dated 25-10-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of Management of M/s ECL in dismissing Sri Manohar Bouri, w.e.f. 19-05-2007 is legal and justified? If not, to what relief is the workman entitled?"

Following a formal agreement dated 04-03-2009 preceding the Lok Adalat held on 28-3-2009, both the parties expressed their intention to bind themselves with the terms and condition arrived at in the agreement. The terms and conditions being reasonable and without any coercion on the workman, same has been accepted by the Union leaving no room for determination of the scheduled issue and relief in this forum. Accordingly consent award is required to be passed. The terms and condition of the agreement to form part of the award. Accordingly, it is hereby ordered.

ORDER

Let there be an award and same is passed. The memorandum of settlement to forms part of this award. Send the copies to the Govt. of India Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAIK, Presiding Officer

FORM 'H'

(See Rule 58) under Industrial Dispute Central Rules-1957

Memorandum of settlement arrived at between Koyla Mazdoor Congress (K C M) representing the workman Sri Manohar Bouri, Ex. U. G.Loader, U.M.No. 119011 of Nimcha Colliery and Management of Satgram Area (ECL)

Representative of Management

1. Sri P.P. Ghosh, General Manager, Satgram Area.
2. Sri J.S. Sayare, Dy. C.P.M. Satgram Area.
3. Sri U. Aich, P.M. Satgram Area.
4. Sri P.K.Sengupta, P.M., Nimcha Colliery.

Representative of Union

1. Sri S.K. Pandey, General Secretary, K.M.C. Union.
2. Sri Manohar Bouri, Concerned Workman.

Short recital of the case

1. Sri Manohar Bouri Ex. U.G. Loader U.M.No. 119011 of Nimcha Colliery was chargesheeted for absenting from duty from 20-12-2006 to 25-01-2007. A departmental enquiry was conducted, wherein Sri Manohar Bouri fully participated.

2. After enquiry, the charges were proved Service of Sri Manohar Bouri was terminated on dismissal vide letter reference No. SAT/PER/Termination/07/2022 dated 17/19-05-2007 by General Manager, Satgram Area.

3. Sri Monohar Bouri Ex. U.G.Loader, U.M. No. 119011 of Nimcha Colliery has submitted mercy application dated 17/18-03-2008 for reinstatement in service the Competent Authority, ECL has been pleased to approve reinstatement of his service on revocation of his aforesaid order of dismissal without payment of any back wages subject to ascertaining his medical fitness as communicated by P.M. (L&IR), ECL,HQ vide letter ref. No. ECL/CMD/C-6(D)/IL/08/DA/1197 dated 17-11-2008.

TERMS AND CONDITIONS OF SETTLEMENT

1. Agreed that Sri Manohar Bouri, Ex.U.G.Loader, U.M. No. 119011 of Nimcha Colliery will be re-instated in service in his listing capacity after ascertaining medical fitness and posted in any of the colliery under Satgram Area.

2. Agreed that this settlement resolves the dispute fully and finally. Neither the workman concerned nor his Union shall raise any dispute in any forum/Court of law after this settlement in this regard.

3. Union assured for unconditional withdrawal of CGIT Case No. 88/2007 (Sri Manohar Bouri-Vs-Management of Nimcha (R) Colliery and will confirm the same in writing Re-instatement proposal will processed accordingly.

4. Sri Manohar Bouri and concerned union confirmed that legal dues such as gratuity, refund of CMPF or any other dues have not been drawn till date arising out of dismissal order No. SAT/PER/Termination/07/2022 dated 17/19-05-2007.

5. Agreed that the instant settlement has been arrived with the free consent of the workman concerned and the union as they have found the settlement to be reasonable, just and free from any kind of influence.

6. Agreed that a copy of this Memorandum of Settlement shall be sent to the C.G.I.T, Asansol/Regional Labour Commissioner (C), Asansol, for registration as per I.D. Act, 1947.

7. The workman and union agreed to treat the period of idleness from the date of dismissal i.e. 17/19-05-2007 till the date of reinstatement will be treated as "DIENON" and not paid for the said period.

8. The period of idleness from the date of dismissal i.e. 17/19-05-2007 till the date of re-instatement will be treated as continuity of service, only for the purpose of payment of gratuity.

9. The workman will submit his undertaking that in future he will not commit the misconduct of unauthorised and/or habitual absence from duty.

10. The Agreement is signed by both the parties on 12-01-2009.

Management Representatives Union Representatives

1. (P.P. Ghosh) General Manager Satgram Area	1. (S.K. Pandey) Genl. Secy. of KMC Union
2. (J.S. Sayare) Dy. Chief Personnel Manager, Satgram Area	2. (Sri Manohar Bouri) Concerned Workman
3. (U. Aich) Personnel Manager Sagram Area	
4. (P.K.Sengupta) Personnel Manager, Nimcha Colliery	

WITNESSES

Name	Designation	U.M. No.	Area/Colliery	Signature
Nandlal UGL		125305	Nimcha	Sd- Bouri
Katich YGL		115189	Nimcha	Sd- Bouri

नई दिल्ली, 13 मई, 2009

का.आ. 1592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल, के पंचाट (संदर्भ संख्या-116/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/413/2004-आईआर(सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/2005) of the Cent. Govt. Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Eastern Coalfields Limited, and their workmen, received by the Central Government on 13-5-2009.

[No. L-22012/413/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL****Present : Sri Manoranjan Pattnaik, Presiding Officer****Reference No. 116 of 2005****Parties : The Agent, Nimcha Colliery
of ECL, Bidhanbag, Burdwan.****Vs.****The General Secretary, Koyla
Mazdoor Congress, Asansol,
Burdwan.****REPRESENTATIVES****For the Management : Sri P.K.Das, Advocate****For the Union (Workman) : General Secretary, Koyla
Mazdoor Congress.****INDUSTRY: Coal STATE: West Bengal.****Dated the 28-03-2009 and 30-3-2009****AWARD**

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/413/2004-IR (CM-II) dated 18-08-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Nimcha Colliery of ECL in dismissing Sri Swapn Kora, U.G. Loader from service w.e.f. 3-07-2004 is legal and justified? If not, to what relief is the workman entitled to?”

Following a formal agreement dated 07-01-2009 preceding the Lok Adalat held on 28-3-2009 both the parties expressed their intention to bind themselves with the terms and condition arrived at in the agreement. The terms and conditions being reasonable and without any coercion on the workman, same has been accepted by the Union leaving no room for determination of the scheduled issue and relief in this forum. Accordingly consent award is required to be passed. The terms and condition of the agreement to form part of the award. Accordingly it is hereby ordered.

ORDER

Let there be an award and same is passed. The memorandum of settlement to forms part of this award. Send the copies to the Govt. of India Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAIK, Presiding Officer**FORM 'H'****(See Rule 58) under Industrial Dispute
Central Rules, 1957**

Memorandum of settlement arrived at between Koyla Mazdoor Congress (K C M) representing the workman Sri Swapn Kora Ex. U. G. Loader, U. M. No. 129047 of Nimcha Colliery and Management of Satgram Area (ECL).

**Representative of
Management**

1. Sri P.P. Ghosh,
General Manager,
Satgram Area.
2. Sri J.S. Sayare,
Dy. C.P.M. Satgram
Area
3. Sri U. Aich,
P.M. Satgram Area
4. Sri P.K. Sengupta,
P. M. Nimcha Colliery.

**Representative of
Union**

1. Sri. S.K. Pandey
General Secretary,
K.M.C. Union
2. Sri Swapn Kora
Concerned Workman

Short recital of the case

1. Sri Swapn Kora Ex. U.G.G. Loader U. M. No. 129047 of Nimcha Colliery was chargesheeted for absetting from duty from 22-05-2003 to 03-04-2007. A departmental enquiry was conducted, wherein Sri Swapn Kora fully participated.

2. After enquiry, the charges were proved Service of Sri Swapn Kora was terminated on dismissal vide letter reference No. Agent/Nim/46/PD/1791 dated 03-07-2004 by Agent, Nimcha Colliery.

3. Sri Swapn Kora, Ex. U.G.Loader, U.M. No. 129047 of Nimcha Colliery has submitted mercy application for reinstatement in service in his substantive post without payment of any back wages as an out of Court settlement which has been duly approved by the competent authority and communicated by Personnel Manager (L & IR), ECL, HQ vide letter reference No. ECL/CMD/C-6(D)/IL/08/DA/1197 dated 17-11-2008.

TERMS AND CONDITION OF SETTLEMENT

1. Agreed that Sri Swapn Kora Ex. U. G. Loader, U. M. No. 129047 of Nimcha Colliery will be re-instated in service in his existing capacity after ascertaining medical fitness and posted in any of the colliery under Satgram Area.

2. Agreed that this settlement resolves the dispute fully and finally. Neither the workman concerned nor his Union shall raise any dispute in any forum/court of law after this settlement in this regard.

3. Union assured for unconditional withdrawal of CGIT Case No. 116/2005 [Sri Swapan Kora Vs. Management of Nimcha (R) Colliery] and will confirm the same in writing. Re-instatement proposal will be processed accordingly.

4. Sri Swapan Kora and concerned union confirmed that legal dues such as gratuity, refund of CMPF or any other dues have not been drawn till date arising out of dismissal order No. Agent/Nim/Pd/46/1791 dated 3-7-2004.

5. Agreed that the instant settlement has been arrived with the free consent of the workman concerned and the union as they have found the settlement to be reasonable, just and free from any kind of influence.

6. Agreed that a copy of this Memorandum of Settlement shall be sent to the C.G.I.T, Asansol/ regional Labour Commissioner (C), Asansol, for registration as per I.D. Act, 1947.

7. The workman and union agreed to treat the period of idleness from the date of dismissal i.e. 03-07-2004 till the date of re-instatement will be treated as "DIES NON" and no wages will be paid for the said period.

8. The period of idleness from the date of dismissal i.e. 3-7-2004 till the date of re-instatement will be treated as continuity of service, only for the purpose of payment of gratuity.

9. The Agreement is signed by both the parties on 17-12-2008.

Management Representatives Union Representatives

- | | |
|---|--|
| 1. (P. P. Ghosh)
General Manager
Satgram Area | 1. (S. K. Pandey)
Genl. Secy. of KMC
Union |
| 2. (J.S. Sayare)
Dy. Chief Personnel
Manager Satgram Area | 2. (Sri Swapan Kora)
Concerned Workman |
| 3. (U. Aich)
Personnel Manager
Satgram Area | |
| 4. (P.K. Sengupta)
Personnel Manager,
Nimcha Colliery | |

WITNESSES

Name	Designation	U.M. No.	Area/Colliery
Pratap Narain Singh	T. Aprnts	300589	Sat Area
Bijoy Yadav	A.S.S.T	449192	Sat Area

नई दिल्ली, 13 मई, 2009

का.आ. 1593 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल, के पंचाट (संदर्भ संख्या-89/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/258/2007-आईआर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1593 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.89/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 13-5-2009.

[No. L-22012/258/2007-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

Present : Sri Manoranjan Pattnaik, Presiding Officer.

REFERENCE NO. 89 OF 2007

Parties : The Agent, Nimcha Colliery, Satgram
Area of ECL, Burdwan.

Vs.

The General Secretary, Koyla
Mazdoor Congress, Asansol,
Burdwan.

REPRESENTATIVES

For the Management : Sri P.K. Das, Advocate

For the Union (Workman) : General Secretary, Koyla
Mazdoor Congress.

Industry: Coal State : West Bengal

Dated the 28-03-2009 and 30-3-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No L 22012/258/2007-IR(CM-II) dated 25-10-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of Management of ECL in dismissing Sri Tapan Nath, w.e.f. 19-07-2005 is legal and justified? If not, to what relief is the workman entitled to?”

Following a formal agreement dated 19-1-2009 preceding the Lok Adalat held on 28-3-2009 both the parties expressed their intention to bind themselves with the terms and condition arrived at in the agreement. The terms and conditions being reasonable and without any coercion on the workman, same has been accepted by the Union leaving no room for determination of the scheduled issue and relief in this froum. Accordingly consent award is required to be passed. The terms and condition of the agreement to form part of the award. Accordingly it is hereby ordered.

ORDER

Let there be an award and same is passed. The memorandum of settlement to forms part of this award. Send the copies to the Govt. of India Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAIK, Presiding Officer

FORM ‘H’

(See Rule 58) under Industrial Dispute
Central Rules-1957

Memorandum of settlement arrived at between Koyla Mazdoor Congress (K M C) representing the wrokman Sri Tapan Nath, Ex. Stowing Mazdoor, U.M.No. 483463 of Nimcha Colliery and Management of Satgram Area (ECL).

Representative of Management	Representative of Union
1. Sri P.P. Ghosh, General Manager, Satgram Area.	1. Sri. S.K. Pandey General Secretary, K.M.C. Union
2. Sri J.S. Sayare, Dy. C.P.M. Satgram Area	2. Sri Tapan Nath, Concerned Workman
3. Sri U. Aich, P.M. Satgram Area	
4. Sri P.K.Sengupta , P.M. Nimcha Colliery.	

Short recital of the case

1. Sri Tapan Nath, Ex. Stowing Mazdoor, U.M.No. 483463 of Nimcha Colliery was chargesheeted for abseting from duty from 7-6-2005 to 18-07-2005. A departmental enquiry was conducted, where in Sri Tapan Nath fully participated.

2. After enquiry, the charges were proved service of Sri Tapan Nath was terminated on dismissal vide letter reference No. SAT/GM/PER/Terminate/05/4403 dated 16/19-09-2005 by General Manager, Satgram Area.

3. Sri Tapan Nath, Ex Stowing Mazdoor, U.M. No. 483463 of Nimcha Colliery has submitted merrcy application dated 11-08-2007 for reinstatement in service the Competent Authority, ECL has been pleased to approve reinstatement of his service on revocation of his aforesaid order of dismissal without payment of any back wages subject to ascertaining his medical fitness as communicated by P.M. (L&IR), ECL,HQ vide letter reference No. ECL/CMD/C-6(D)/IL/08/DA/1195 dated 17-11-2008.

TERMS AND CONDITION OF SETTLEMENT

1. Agreed that Sri Tapan Nath, Ex.Stowing Mazdoor, U.M. No. 483463 of Nimcha Colliery will be re-instated in service in his existing capacity after ascertaining medical fitness and posted in any of the colliery under Satgram Area.

2. Agreed that this settlement resolves the dispute fully and finally. Neither the worman concerned nor his Union shall raise any dispute in any forum/Court of law after this settlement in this regard.

3. Union assured for unconditional withdrawal of CGIT Case No. 89/2007 (Sri Tapan Nath-Vs- Management of Nimcha (R) Colliery) and will confirm the same in writing Re-instatement proposal will processed accordingly.

4. Sri Tapan Nath and concerned union confirmed that legal dues such as gratuity, and any other dues have not not been drawn till date arising out of dismissal order No. SAT/ GM/PER/Terminate/05/4403 dated 16/19-09-2005 But he has withdrawn his PF from CMPF Office.

5. Agreed that the instant settlement has been arrived with the free consent of the workman concerned and the union as they have found the settlement to be reasonable, just and free from any kind of influence.

6. Agreed that a copy of this Memeorandum of Settlement shall be sent to the C.G.I.T, Asansol/ Regional Labour Commissioner (C), Asansol, for registration as per I.D. Act, 1947.

7. The workman and union agreed to treat the period of idleness from the date of dismissal i.e. 16/19-09-2005 till the date of reinstatment will be treated as “DIES NON” and no wages will be paid for the said period.

8. The period of idleness from the date of dismissal i.e. 16/19-09-2005 till the date of re-instatement will be treated as continuity of service, only for the purpose of payment of gratuity.

9. The workman will submit a written under taking stating that in future he will not commit the misconduct of unauthorised and/or habitual absence from duty.

10. The Agreement is signed by both the parties on 12-01-2009.

Management Representatives Union Representatives

- | | |
|--|---|
| 1. (P.P.Ghosh)
General Manager
Satgram Area | 1. (S.K. Pandey)
Genl. Secy. of KMC
Union |
| 2. (J.S.Sayare)
Dy. Chief Personnel
Manager Satgram Area | 2. (Sri Tapan Nath)
Concerned Workman |
| 3. (U. Aich)
Personnel Manager
Satgram Area | |
| 4. (P.K.Sengupta)
Personnel Manager,
Nimcha Colliery | |

WITNESSES

Name	Desi-	U.M.No.	Area/ Colliery	Signature
Nandalal Bouri	U/G Loader	125305	Nimcha	
Kartick Bouri	U/G Loader	115189	Nimcha	

नई दिल्ली, 13 मई, 2009

का.आ. 1594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल, के पंचाट (संदर्भ संख्या-12/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/87/2004-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.12/2005) of the Central Government Industrial Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workman, received by the Central Government on 13-5-2009.

[No.L-22012/87/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Manoranjan Pattnaik, Presiding Officer.

Reference No. 12 of 2005

PARTIES: The Agent, MIC Jhanjra under
Jhanjra Area of ECL, Loudoha,
Burdwan.

Vs.

The General Secretary, Koyla
Mazdoor Congress, Asansol,
Burdwan.

REPRESENTATIVES

For the Management : Sri P. K. Das, Advocate

For the Union (workman) General Secretary, Koyla
Mazdoor Congress

Industry : Coal State : West Bengal.

Dated the 28-03-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/87/2004-IR(CM-II) dated 1-2-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of management of MIC Jhanjra under Jhanjra Area of M/s Eastern Coalfields Limited in dismissing Sri Dilip Kumar Nayak, Carpenter Helper, U. M. No. 694334 from service w.e.f. 20-6-2002 is legal and justified ? If not, to what relief is the workman entitled to ?”

Following a formal agreement dated 01-10-2008 preceding the Lok Adalat held on 28-3-2009, both the parties expressed their intention to bind themselves with the terms and condition arrived at in the agreement. The terms and conditions being reasonable and without any coercion on the workman, same has been accepted by the Union leaving no room for determination of the scheduled issue and relief in this forum. Accordingly consent award is required to be passed. The terms and condition of the agreement to form part of the award. Accordingly it is hereby ordered

ORDER

Let there be an award and same is passed. The memorandum of settlement to form part of this award. Send the copies to the Government of India, Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAIK, Presiding Officer

Eastern Coalfields Limited (A Subsidiary of Coal India Ltd.) Office of the Chief General Manager, Jhanjra Area

Ref. No. CGM/JNR/PER/08/881 Dated : 01-10-2008

FORM 'H'

(See Rule 58 of I. D. Act, 1947)

Memorandum of settlement between the management of M/s. Eastern Coalfields Limited and their Ex-Workman, Sri Dilip Kumar Nayak, Ex-Carpenter Helper of M.I.C., Jhanjra Project Colliery.

Parties :

Representing of Management	Representing of Workman/Union
1. Sri K. R. Kumar, P. M. (I/C)	1. Sri. S.K. Pandey, General Secretary, K.M.C.
2. Sri S. Bhattacharyya, Legal Inspector	2. Sri Dilip Kumar Nayak, Workman

Short Recital of the Case :

1. Sri Dilip Kumar Nayak, Carpenter Helper of M.I.C., Jhanjra Project Colliery was absenting from his duty w.e.f. 20-10-2001 without permission or information to the satisfaction of the management. After issuing chargesheet under clause and 26.29 of Certified Standing Orders, and after conducting domestic enquiry, and completing all formalities, and also considering his past attendance and service record, the management dismissed Sri Nayak from the services of the company vide letter No. CGM/JNR/PER/08/2002/599 dated 15/20-06-2002.

After his dismissal, the General Secretary, K.M.C., raised an I.D. before the Asstt. Labour Commissioner (C), Raniganj at Durgapur, against the alleged illegal dismissal, vide Ref. No. 1/65/2003-ALCR dated 21-10-2003, which ended in failure, and was duly referred to the CGIT, Asansol, vide Ref. No. 12 of 2005.

The representatives of K.M.C. also took up the matter at Headquarter level before the appellate authority for reinstatement of Sri Dilip Kumar Nayak in service.

The Personnel Manager (L&IR), ECL (HQ), vide his letter under reference No. ECL/CMD/C-6D/IL/2008/DA/Spl/698 dated 24-6-2008, has communicated the decision of the competent authority for reinstatement of Sri Dilip Kumar Nayak without any back wages, after entering into mutual settlement in form-'H'.

In view of the above competent decision, Sri Dilip Kumar Nayak may be reinstated as per the following terms and conditions, annexed herewith, which have been mutually agreed and signed.

TERMS OF SETTLEMENT

1. That Sri Dilip Kumar Nayak will be reinstated in service in his substantive designation at Jhanjra Project Colliery. Before joining service, his physical fitness must be ascertained by the area Medical Officer, Jhanjra Area, as he was out of service for a long period.

2. That Sri Nayak will not be paid any back wages or benefit for the idle period.

3. That Sri Nayak will have to withdraw the pending case at CGIT, Asansol.

4. That Sri Nayak will be given continuity in service only for the purpose of gratuity.

5. That the concerned workman/Union will not be entitled to raise any dispute or challenge the contents of any points of this agreement, before any forum at present, or in future.

6. That Sri Nayak will also not make any claim for wages or any other benefit (House rent, LTC, ILTC Medical benefit, Annual Increment, etc.) for the idle period at present or in future.

7. That a copy of this Agreement will be submitted before the Asstt. Labour Commissioner (C), Raniganj at Durgapur, for his kind information.

8. That these terms of settlement have been made by the parties on this the First day of October, 2008.

On behalf of the workman/Union

1. Sd/-illegible
2. Sd/-illegible

On behalf of the Management

1. Sd/-illegible
2. Sd/-illegible

नई दिल्ली, 13 मई, 2009

का.आ. 1595 .- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या-87/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/256/2007-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th May, 2009

S.O. 1595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.87/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Eastern Coalfields Limited, and their workmen, received by the Central Government on 13-5-2009.

[No. L-22012/256/2007-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Manoranjan Pattnaik, Presiding Officer

Reference No. 87 of 2007

Parties : The Agent, Nimcha Colliery, Satgram
Area of ECL, Pandabeswar, Burdwan.

Vs.

The General Secretary, Koyla
Mazdoor Congress, Asansol,
Burdwan.

REPRESENTATIVES

For the management : Sri P.K.Das, Advocate

For the union(workman) General Secretary, Koyla
Mazdoor Congress.

Industry : Coal **State :** West Bengal.

Dated the 28-03-2009 and 30-03-2009

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(a) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No L-22012/256/2007-IR(CM-II) dated 25-10-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of Management of M/s. Eastern Coalfields Limited in dismissing Sri Rabi Majhi w.e.f. 23-3-2007 is legal and justified? If not, to what relief is the workman entitled to?”

Following a formal agreement dated 19-1-2009 preceding the Lok Adalat held on 28-3-2009 both the parties expressed their intention to bind themselves with the terms and condition arrived at in the agreement. The terms and conditions being reasonable and without any coercion on the workman, same has been accepted by

the Union leaving no room for determination of the scheduled issue and relief in this forum. Accordingly consent award is required to be passed. The terms and condition of the agreement to form part of the award. Accordingly it is hereby ordered

ORDER

Let there be an award and same is passed. The memorandum of settlement to forms part of this award. Send the copies to the Govt. of India Ministry of Labour, New Delhi for information and needful action. The reference is accordingly dispose of.

MANORANJAN PATTNAIK, Presiding Officer

FORM 'H'

(See Rule 58) under Industrial Dispute
Central Rules-1957

Memorandum of settlement arrived at between Koyla Mazdoor Congress (KMC) representing the wrokman Sri Rabi Majhi Ex. U. G.Loader, U.M.No. 354265 of Nimcha Colliery and Management of Satgram Area (ECL)

Representative of Management

1. Sri P.P. Ghosh,
General Manager,
Satgram Area.
2. Sri J.S. Sayare,
Dy, C.P.M. Satgram
Area
3. Sri U. Aich,
P.M. Satgram Area
4. Sri P.K. Sengupta,
P.M., Nimcha Colliery.

Representative of Union

1. Sri. S.K. Pandey
General Secretary,
K.M.C. Union
2. Sri Rabi Majhi
Concerned Workman

Short recital of the case

1. Sri Rabi Majhi Ex. U.G. Loader U.M.No. 354265 of Nimcha Colliery was chargesheeted for absention from duty from 30-10-2006 to 28-12-2006. A departmental enquiry was conducted, wherein Sri Rabi Majhi fully participated.

2. After enquiry, the charges were proved service of Sri Rabi Majhi was terminated on dismissal vide letter reference No. SAT/PER/Termination /07/1173 dated 21/23-03-2007 by Gernal Manager, Satgram Area.

3. Sri Rabi Majhi , Ex U.G. Loader, U.M. No. 354265 of Nimcha Colliery has submitted mercy application dated 18-03-2008 for reinstatement in service the Competent Authority, ECL has been pleased to approve reinstatement of his sevice on revocation of his aforesaid order of dismissal without payment of any back wages subject to ascertaining his medical fitness as communicated by P.M. (L&IR), ECL,HQ vide letter Ref. No. ECL/CMD/C-6(D)/IL/08/DA/1197 dated 17-11-2008.

TERMS AND CONDITION OF SETTLEMENT

1. Agreed that Sri Rabi Majhi, Ex. U.G. Loader, U.M. No. 354265 of Nimcha Colliery will be re-instated in service in his existing capacity after ascertaining medical fitness and posted in any of the colliery under Satgram Area.

2. Agreed that this settlement resolves the dispute fully and finally. Neither the workman concerned nor his Union shall raise any dispute in any forum/Court of law after this settlement in this regard.

3. Union assured for unconditional withdrawal of CGIT Case No. 87/2007 (Sri Rabi Majhi -Vs.- Management of Nimcha (R) Colliery) and will confirm the same in writing Re-instatement proposal will be processed accordingly.

4. Sri Rabi Majhi and concerned union confirmed that legal dues such as gratuity, refund of CMPF or any other dues have not been drawn till date arising out of dismissal order No. SAT/PER/Termination/07/1173 dated 21/23-03-2007.

5. Agreed that the instant settlement has been arrived with the free consent of the workman concerned and the union as they have found the settlement to be reasonable, just and free from any kind of influence.

6. Agreed that a copy of this Memorandum of Settlement shall be sent to the C.G.I.T., Asansol/ Regional Labour Commissioner (C), Asansol, for registration as per I.D. Act, 1947.

7. The workman and union agreed to treat the period of idleness from the date of dismissal i.e. 21/23-3-2007 till the date of reinstatement will be treated as "DIES NON" and no wages will be paid for the said period.

8. The period of idleness from the date of dismissal i.e. 21/23-03-2007 till the date of re-instatement will be treated as continuity of service, only for the purpose of payment of gratuity.

9. The workman will submit his undertaking that in future he will not commit the misconduct of unauthorised and/or habitual absence from duty.

10. The Agreement is signed by both the parties on 19-01-2009.

Management Representatives Union Representaives

- | | |
|--|---|
| 1. (P.P.Ghosh)
General Manager
Satgram Area | 1. (S.K. Pandey)
Genl. Secy. of KMC
Union |
| 2. (J.S.Sayare)
Dy. Chief Personnel
Manager Satgram Area | 2. (Sri Rabi Majhi)
Concerned Workman |
| 3. (U. Aich)
Personnel Manager
Satgram Area | |

4. (P.K.Sengupta)
Personnel Manager,
Nimcha Colliery

WITNESSES

Name	Designation	U.M. No.	Area/Colliery	Signature
Sri Ashis Mahato	M/Sirdar	343772	Nimcha	Nimcha
Sri Rabin Bouri	UG Loader	117499	Nimcha	Nimcha

नई दिल्ली, 14 मई, 2009

का.आ. 1596.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एम.बी.पी. टी.डॉक्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.- II, मुम्बई के पंचाट (संदर्भ संख्या 2/2 आफ 2007/ 2/17 आफ 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/02/2009-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क, अधिकारी

New Delhi, the 14th May, 2009

S.O. 1596.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/2 of 2007/2/17 of 2004) of the Central Government Industrial Tribunal No.II Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. MBPT Docks and their workman, which was received by the Central Government on 13-5-2009.

[No. L-12025/02/2009-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. II AT, MUMBAI**

Present : A. A. Lad, Presiding Officer

Complaint No. CGIT-2/2 of 2007

IN

Reference No. CGIT-2/17 of 2004

Their Workman MBPT,
Docks & General Emp. Union,
Kamgar Sadan, Nawab Tank Road,
Mazgaon, Mumbai-400 010

.... Complainant/2nd Party

V/s.

Castro India Ltd.,
Technopolis Knowledge Park,
Mahakali Caves Road, Chakala,
Andheri (E), Mumbai-400 093

.... Respondent/Opposite Party

APPEARANCE

For the Complainant : Ms. Gayatri Singh, Advocate.

For the Opponent : Mr. G. L. Govil, Advocate.

Date of reserving the Award : 26-12-2008

Date of Passing the Award : 2-1-2009.

**COMPLAINT UNDER SECTION 33-A OF THE
INDUSTRIAL DISPUTES ACT, 1947**

AWARD

The Complainant/Union above named has filed this Complaint under Section 33-A of the Industrial Disputes Act, 1947 raising a dispute with regard to 6 workmen, viz. S.D. Padwal, S.B. Pednekar, S.J. Shinde, H.S. Gurav, D.S. Nachare and P.G. Kadam, out of 14 workmen, since 8 workmen submitted their resignations, who were in the Reference No. CGIT-2/17 of 2004 praying for a declaration that, the Respondents/Company has committed breach of Section 33-A of the Industrial Disputes Act, 1947 and that, the Company/Respondents be directed to pay salary to the employees from 1-3-2005.

2. Union submitted that, since the office in which the workmen were working at Walkeshwar was sought to be closed in December, 2002. Most of the workmen were forced to submit their resignations. Union submitted that, it raised the dispute on behalf of the workmen which was admitted in conciliation. Union further submitted that, during the pendency of the Conciliation proceedings on 30th August, 2003 without informing the workers or the Conciliation Officer, the Company displayed a notice restraining the workers from reporting to work at Walkeshwar office and instead of giving work to the concerned workman or even shifting them with others the work was given to contract workers as its office at Andheri. Union submitted that, since the Company was proposing to permanently close the office at Walkeshwar and to sell the said premises to a third party without providing any work to the workers of the Complainant Union moved an application dated 9-10-2003 under Section 33A of the Industrial Disputes Act, 1947. However, the Conciliation Officer did not initiate prompt action on the said application and therefore the Workmen were forced to file Writ Petition No. 2710 of 2003. Union further submitted that, the said application dated 9-10-2003 is still pending before the Conciliation Officer and no orders have been passed on the said application even though the service conditions of the workers were altered during the pendency of the conciliation proceedings contrary to Section 33-A of the Industrial Disputes Act, 1947. Union further submitted that, the Conciliation proceeding were closed on 21-1-2004 but despite this there was considerable delay in referring the dispute for adjudication. Apprehending termination of services of their services, the Union filed Writ Petition (Lodging) No.213 of 2004 and an order dated 27-1-2004

was passed restraining the company from terminating the services of the workmen till further orders. Thereafter another order dated 4-3-2005 was passed protecting the workmen. Union submitted that, finally on 31st March, 2004 the Ministry of Labour referred the dispute to this Tribunal for adjudication and the Union filed Statement of Claim on 2-6-2004.

3. Union further submitted that, in the meanwhile during the pendency of the Reference Company issued transfer letters to 14 workmen separately who are in original reference on various dates from 12-2-2005 to 28-2-2005 seeking to adversely alter the service conditions of the workmen. The Workmen replied to the said transfer letters objecting to the manner in which their service conditions were sought to be altered.

4. Union further submitted that, since there was no Presiding Officer, on 4th March, 2005 it made an application under Section 33 A of the Industrial Disputes Act, 1947 to the Assistant Labour Commissioner-III. The averments in the said application are repeated and reiterated herein. Since, the matter is now being proceeded with, an appropriate application as required under the Rules is being made.

5. Union further submitted that, the transfer letters dated 12-2-2005 to 28-2-2005 issued to the concerned workmen seek to adversely alter their service conditions since they are being transferred to far off places where there is non work available for them, instead of giving them, work at the office at Andheri where other workers from Walkeshwar have been adjusted only with a view to victimize the workers for refusing to resign the transfer letters have been issued. The stand of the Complainant is that contract of employment does not provide for transfer. Still they were transferred to various agencies i.e. (CFA) where the work is being done by third parties. It is stated that, there is sufficient work at Andheri where these workman can be adjusted and their work is being done by contract workers. Union further submitted that, prior to transfer orders ad-interim order dated 10-3-2005 was passed by the High Court directing the Company to maintain status-quo and after the said, ad-interim order was passed the Company issued a letter dated 4-4-2005 stating that, no salary would be paid to the workmen w.e.f. 1-3-2005.

6. Union, therefore, submitted that, transfer letters and non-payment of salary from 1-3-2005 amounts to adversely changing the service conditions of the workers in this reference. The change has been brought about during the pendency of their Reference and is also contrary to the orders of the Hon'ble High Court directing the Company to maintain status-quo. Union, therefore, prayed for a declaration that, the Respondent/Company has committed breach of Section 33-A of the Industrial Disputes Act, 1947 and that, the transfer letters dated 12-2-2005 to 28-2-2005 be quashed and set aside and the

Respondents be restrained from transferring the workers outside Mumbai and it be directed to pay salary to the employees from 1-3-2005.

7. This is disputed by the Respondents by filing reply at Exhibit 5 contending that, the Complaint is not maintainable under Section 33-A of the Industrial Disputes Act, 1947. It has been filed by the Complainant Union which is contrary to the provisions of Section 33-A of the Industrial Disputes Act, 1947 as the Complaint under the said Section can be filed only by an employee who is aggrieved by the alleged contraction of the provisions of Section 33-A of the Industrial Disputes Act, 1947, it is therefore, liable to be dismissed in limine. Respondent contended that, Reference has been sent to this Tribunal for adjudication :

(1) Whether the action of the Management in closing down the establishment at White House, Walkeshwar, Mumbai is legal and justified? and

(2) Whether owing to closing down of the said establishment at White House, Walkeshwar, and not providing employment to 14 workmen at any other place of their business is legal and justified?"

Respondent/Company contended that, the 1st limb of the Reference covered by (1) above dealing with the closing down of establishment at White House, does not survive at the Union itself in its Application dated 17-3-2005 has stated that, in reality the Company has shifted their office from Walkeshwar to Andheri and hence the contention that, the establishment is closed is not correct. It is also the case of the Opponents that, the Company merely shifted its office premises from Walkeshwar to Andheri (E) and has not closed down its activities. Respondent/Company therefore, urged that, the only issue which need to be decided by this Tribunal is whether the transfer of the 6 concerned workmen to its various places of business is legal and justified. The pith and substance of the present reference also relates to the said issue regarding the legality and justifiability of transfer of these concerned 6 workmen.

8. Respondent/Company further contended that, it has not altered the service conditions to the prejudice of the workmen concerned. It is stated that, their conditions of service applicable to them immediately before the commencement of service applicable to them immediately before the commencement of the proceedings in the present Reference. Since there is no breach of Section 33 of the Industrial Disputes Act, 1947 committed by the Company, the present Complaint ought to be dismissed.

9. Respondent/Company further contended that, the present Reference concerns only 6 workmen whose names have been given in the annexure to the Complaint. Respondent/Company denied that, any of the workmen who opted out under VRS had submitted resignation not under

any force or compulsion or due to financial difficulties. The resignation submitted by the workmen was voluntarily and no pressure of whatsoever nature was put on any of such workmen. It is submitted that, though the Union has referred to 14 workmen whose names are covered by the present reference, 8 of them resigned under the Company's Voluntary Retirement Scheme. The Union has, therefore, itself now confined in the present Complaint to the cases of only the remaining six workmen whose names are given in Annexure A to the Complaint. Opponents denied that, the work of six workmen who are concerned in the present Complaint could not be gainfully employed at the Company's new office premises at Andheri as said work is been given to the contract workers. The Opponents have already explained in details the facts and circumstances under which these six workmen could not be gainfully employed at the new office premises in its Written Statement in the main Reference and Opponents have explained the nature of work which was performed by these Peons including one pantry man when they were working at White House at Walkeshwar. Opponents contended that, the facts in respect of sixth workman viz. Sushil Padwal have been explained in detail in its written statement and reiterates the facts as if reproduced herein in extenso. It has also explained in the written statement as well as its reply to the Application for interim relief stating that, various efforts like bipartite as well as tripartite made by the parties for resolving the said disputes raised by the Union which also explains the circumstances under which five of the six workmen who are engaged as Peons could not be gainfully employed at the new premises. Opponent sought leave to rely upon the said. Opponents further contended that, M/s. Avon solutions which had already been providing mail room service at the Company's Vaswani office much before the said office was shifted to the Opponent's new premises at Andheri has been continued in the new office premises because of their experience in handling larger volumes of mails with better caliber and greater efficiency, speed and delivery. Opponents further contended that, it has not engaged any new agency for doing the said work at his new premises. Opponents submitted that, out of six workman Mr. H.S. Gurav had earlier been transferred by its order dated 12-2-2005 to its Paharpur Plant in Kolkata w.e.f. 1-3-2005. Therefore, his transfer to the said Plant was reaffirmed by the Opponents by its letter dated 25-9-2006 and he was required to indicate in writing his willingness or unwillingness to proceed on transfer to the said Plant within 5 days so that Opponents could make appropriate arrangements for his travel. The other five workmen, viz. Mr. Sushil Padwal transferring him to Tondiarpet Plant at Chennai, Mr. Pradeep Kadam transferring him to Tondiarpet Plant at Chennai were also similarly issued letters dated 25-9-2006, Mr S.B. Pednekar transferring him to Tondiarpet Plant at Chennai, Shri S.J. Shinde transferring him to Paharpur Plant at Kolkata and Mr. D.S. Nachare transferring him also to Paharpur Plant at Kolkata were also similarly issued letters dated 25-9-2006.

10. Respondent/Company Party contended that, it had continued to pay full wages to all the workmen who could not be gainfully utilized at the new premises at Andheri from December, 2002 onwards and the remaining six workmen involved in the Reference continue to get their full wages till they decline to report for duty at the place they were transferred in terms of their letters of transfer dated 12-2-2005/28-2-2005 issued to them.

11. Respondent/Opposite Party contended that, the Company by its letter dated 4-5-2005 informed the concerned workmen who remained in the Reference that since they had not reported for duty at the location to which they were transferred they were treated to be on loss of pay from the date they did not report for duty at the new location and no wages would be payable to each of them from 17th March, 2005 on the principle of 'no work no pay'. Respondent/Opposite Party further contended that Company has even in its letters to the Union stated that the concerned workmen could comply with the orders of transfer in their own interest as they could be gainfully employed at the said transferred places. Company had also explained to Union said that by transferring the said five workmen to C & F Agent there would not be any change in the conditions of service as they would be continued to be on the rolls of the Company and will continue to draw their existing emoluments from the Respondent/Opposite Party which they have been drawing at Walkeshwar office and that, they would be supervised and controlled by the Respondent/Opposite Party Regional office and their service conditions would be fully protected. Respondent/Opposite Party submitted that it has a wide network of C & F Agents who exclusively stock and distribute the Company's finished goods as per the instructions issued to them from time to time by its concerned Regional offices. Each Regional Office supervises and controls the operations of the C & F Agents periodically and C & F Agents are also required to maintain proper records and documents for receipt and dispatch of the Company's goods to various distributors and customers and exercise periodical checks on their work and that their work is subject to audit by the internal auditors of the Company. Respondent/Opposite Party therefore contended that the Company's locations at which the Company's C & F Agents operate are the Company's place of business and by mere change in their place of work would not adversely change the condition of service.

12. Respondent/Opposite Party further submitted that, the transfer of employees from its one business location to another has always been a normal condition of service. The circumstances under which the said condition has not been expressly stated in the appointment letters of the said six workmen has already been explained and the Company referred to the appointment letters issued to its employees from 1999 onward at its various establishments and locations which provides a specific clause of transfer

which has always been considered to be a normal condition of service in view of the nature of operations of the Company being spread out at various business locations all over India. Respondent/Opposite Party further contended that, all the concerned workmen who have remained in the reference were appointed by it in its organizations which will include all the other business locations of the Company which form part of the Company's organization. Moreover, its Paharpur Plant near Kolkata started functioning in 1965 and its Tondiarpet Plant at Chennai in 1967 and it has also the network of C & F Agents since then.

13. Respondent/Opposite Party submitted that, H.S. Gurav was appointed from 1-1-1986, Mr. Pradeep Kadam from 2-7-1990, Mr. D.S. Nachare from 1-8-1988, Mr. Sushil Padwal from 1-7-1989, Mr. S.B. Pednekar from 1-7-1988 and Mr. S.J. Shinde from 1-12-1989 which shows that they joined much subsequent to the years in which the Company's Plants at Paharpur and Tondiarpet had commenced production. Respondent/Opposite Party further contended that, there is no express clause in their appointment letters which prohibits their transfer from one establishment to another or from one place of business to another and that it being an organization having its business locations at various places throughout India, transfer is a normal incidence of service and there is no term either in the appointment letters issued to these workmen or in the Model Standing Orders applicable to them which prohibits their transfer outside Mumbai. Respondent/Opposite Party submitted that, in Exhibit 18 it has explained the circumstances under which the Company had to send five of these workmen to its business locations of C & F Agents. Respondent/Opposite Party submitted that, therefore, in these circumstances before issuing the transfer orders had the alternative of either to take the extreme action of retrenching them by following the due process of law or to find their placement at any of the Company's establishment/business locations by fully protecting their existing terms and conditions of service so that they could be gainfully employed without detriment to their existing emoluments.

14. Respondent/Opposite Party denied that by issuing the transfer letters it has altered the service conditions of the concerned workman and contended that, the same will remain fully protected. Respondent/Opposite Party further contended it has also issued them letters that five of them who were initially transferred to its places of business (C & F Agents) other than its factories can also now be transferred without prejudice to its rights and contention regarding the validity of their transfer orders, to the Company's factories at Chennai and Kolkata in case they are willing to comply, however did not comply contending that their presence is required in connection with the pending Reference.

15. Respondent/Opposite Party denied that, the

at any of its work place of business or that, they have right to stop payment of salary when they are still on the muster roll of the Respondents/Company, in my considered view, Respondents/Company cannot transfer these employees and cannot stop their payment.

27. In view of observations made above I conclude that, Complainants/Union succeeds in showing that, Respondents/Company has illegally transferred the employees as well as illegally stopped their wages from March, 2005 and conclude that workmen involved in the complaint are entitled for the relief of getting their salary from March, 2005. Hence, the order.

ORDER

- (a) Complaint is allowed;
- (b) Transfer orders issued by Respondent/Company dated 12-2-2005/28-2-2005 are quashed and set aside;
- (c) Respondent/Company is directed to make payment to the workmen involved in the complaint from March, 2005 onwards till they remain in the employment of the Respondent/Company;
- (d) No order as to its costs.

Bombay,
2nd January, 2009

A.A. LAD, Presiding Officer

नई दिल्ली, 14 मई, 2009

का.आ.1597.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 1 (सी) ऑफ 2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/02/2009-आई.आर.(बी-II)]
राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 14th May, 2009

S.O.1597.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No.1 (C) of 2008] of the Industrial Tribunal, Patna as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 13-5-2009.

[No. L-12025/02/2009-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Misc. Case No. 1(C) of 2008

Smt. Madhuri Devi. : Complainant

Versus

Shri Rams Sangapure & Others : Opposite Parties

For the Complainant : Sri Shree Nath Singh, General Secretary, Bihar State Central Bank Employee's Union.

For the Opp. Party : Sri Avtar Singh, Chief Officer (Law) Zonal Office, Central Bank of India, Muzaffarpur.

Present : Vasudeo Ram, Presiding Officer,
AWARD

Patna, dated the 20th February, 2009

This complaint petition under Section 33A of Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has been filed by the complainant (workman) alleging therein that the Opp. Party (management) contravened the provision laid down under Section 33 of 'the Act'.

2. The contention of the complainant is that she was appointed on the post of Clerk on 1-10-2001 on compassionate ground and was posted in Central Bank of India, Madhubani branch. She worked well, without any adverse remark of her superiors. The management vide memo No.796 dated 12-9-2002 passed order reverting her to Sub-Staff Cadre. The Union raised industrial dispute for the said action of the management and lastly the same was referred to this tribunal for adjudication on 27-11-2007. Even after having knowledge of said reference the management vide letter No. 1045 dated 19-12-2007 again issued the letter of reversion and also transferred her to Jay Nagar Branch without any permission of this tribunal. This Tribunal vide order dated 6-2-2008 directed the management not to implement the order of reversion and to maintain status-quo till the final disposal of the reference. The management appeared and filed petition on 14-3-2008 for setting aside ex-parte injunction order dated 6-2-2008. The said prayer of the management was rejected by the tribunal vide order dated 2-5-2008. Yet the management is bent upon to implement the order of reversion and transfer. Hence this prayer.

3. The management filed reply contending therein that the orders passed on 6-2-2008 and 2-5-2008 in Ref. Case No.59 (C) of 2007 by this tribunal were challenged in

C.W.J.C.No.9416 of 2008 before the Hon'ble High Court, Patna and the Hon'ble Court vide its order dated 10-7-2008 stayed the operation of both the interim orders. Under the circumstances, according to the management the complaint is not maintainable and is fit to be dismissed.

4. The point for consideration is as to whether or not the complaint is fit to be allowed?

5. The grievance of the complainant is that inspite of the orders of this tribunal the Opp. Party-management did not stay the order of her revertial and of transfer as sub-staff to another station. Hence according to the complainant the Opp.Party management contravened Section 33 of the Act punishable under Section 31(i) of the Act. The Opp.Party management has filed the certified copy of order dated 10-7-2008 passed in C.W.J.C.No.9416 of 2008 by which the orders dated 6-2-2008 and 2-5-2008 were stayed which means that it is not in operation right from the dates, the same were passed. Secondly the complaint petition is vague and does not show as to how the Opp.Party-management contravened the provisions laid down under Section 33 of the Act.

6. Under the circumstances I find and hold that the complaint petition is fit to be dismissed and the same is hereby dismissed on contest.

Under the circumstances there shall be no order on cost.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 15 मई, 2009

का.आ.1598.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रिगेड ऑफ गार्ड्स रेजीमेन्टल सेन्टर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एन जी पी/213/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2009 को प्राप्त हुआ था।

[सं. एल-14012/12/2003-आई.आर.(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 15th May, 2009

S.O. 1598.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/NGP/213/ 2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Brigade of Guards Regimental Centre and their workman, which was received by the Central Government on 15-5-2009.

[No.L-14012/12/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A.N.YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/213/2003

Date 8-4-2009

Petitioner :

Deepak Fulchand Nanet,
R/o Gora bazaar Kamptee,
Dist. Nagpur

... Party No. 1

Versus

Respondent :

The Commandant,
The Brigade of the Guards,
Regimental Centre Kamptee

.... Party No. 2

AWARD

Dated 8-4-2009

The Central Government after satisfying the existence of disputes between Deepak Fulchand Nanet, R/o Gora bazaar Kamptee Reserve Bank of India Employees Association, Nagpur, Party No.1 and The Commandant, The Brigade of the Guards Regimental Centre Kamptee. Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L -14012/12/2003-IR (DU) Dt. 31-7-03 under clause (d) of sub -Section (1) and sub- Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule:-

(1) "Whether the action of the management of Brigade of guards, Regimental Centre Kamptee, Dist Nagpur (MS) in terminating the services of Sh. Deepak Nanet Casual Mazdoor W.E. from 8-10-2001, without following the provisions of Section 25(F) of the I.D. Act is justified? If not, to what relief the said workman is entitled?"

(2) Consequent upon the notice of this Tribunal, issued on receipt of above order by it, the petitioner filed their Statement of Claim and the management its W.S. resisting the claim. The petitioner approached to the court with the contentions that initially he was engaged in War Memorial Boys Hostel in 1994 and he worked till 1997 continuously. As the management had stopped giving work, he raised dispute which was later on settled on 16-4-1999 as per settlement annexure B. The management instate of providing the work in War memorial boys hostel as agreed in settlement, it provided in Diary Form w.e.f. 26-7-99 and entrusted the work of sweeper. The management did not pay the wages as minimum wages act as per settlement. He worked continuously from 26-7-99 to

5-10-2001 for more than 2 years. However his services were neither regularized nor, he was extended the benefits of the permanent employee. On 5-10-2001 one of the Fouji has beaten him and threatened not come on the work. Thus he was terminated as per its whim. No procedure was followed under the provisions of Sec. 25 (F) I.D. Act. He had already completed 240 days. Thus according to him his termination is illegal and he is entitled for reinstatement with full back wages and accordingly he prayed for the same.

3. The management filed its W.S. resisting the claim of the petitioner. It has denied that the petitioner worked continuously from 1994 to 1997 at was memorial boy's hostel; however it admitted that certificate was issued by its officer and contended that it does not show the specific period and that he was continuous. It was issued as he had voluntarily resinged his services. It has denied that he completed the 240 days continuous service from 26-7-99 to 5-10-2001. It has further admitted that he was engaged in diary farm from 26-9-99 and paid the wages as per Minimum wages Act. His services were utilized as and when required. He was paid the wages Rs. 450 P.M. at the prevailing rate. It has admitted the settlement dated 16-4-99 with all its terms and conditions but denied that it has committed the breach of any terms. It has denied that as per settlement the party was to provide the work only in war memorial boy's hostel only. According to the management as per the settlement he was to provide the work as and when available. The petitioner voluntarily abandoned the services after giving in writing that he received the full wages till 8-10-2001 the management denies that he is entitled for the reinstatement and back wages. It has prayed to dismiss the claim.

4. On the basis of the above pleadings the only point that arises for my consideration is as under:-

Whether the termination of Sh. Deepak Nanet without following the provisions of Section 25(F) of the I.D. Act is legal?

5. The petitioner examined himself and the management examined Lt. V. Chandar. They both have stated as per their pleadings. They are cross examined. Besides this the petitioner has copy of the certificate dated 29 Sep 1997, Copy of the settlement, one letter dated 4-2-02 and one medical treatment certificate, while the management filed one copy of the Undertaking given by the petitioner on 8-10-01. The petitioner relying on the certificate is harping on the contentions that, that he worked continuously at War Memorial Boys Hostel from 1994 to 1997 and as he has completed more than 240 days he has acquired permanency in the above post. As he was terminated he had challenged the same and that dispute ended in settlement before A.L.C. on 16-4-99 and latter on he was provided the work w.e.f. 26-9-99 till 5-10-2001.

6. Undisputedly there was settlement and on 16-4-99 and consequent to the settlement he was provided the work in Diary Farm. But according the management he was temporary part time sweeper. More over the certificate does not disclose that he was working continuously. It does not disclose the exact days with dates to calculate the actual number of working days. The contents of certificate are very vague and not use full to calculate the exact working days. According to management it was issued as he was securing another service in some other place. It is a fact that the War Memorial Boys Hostel was remaining closed during summer vacation. Even the settlement supports it by mentioning that it would provide the work in the month of June after reopening the hostel. Besides this certificate there is no evidence to show that he was continuously working. Even the settlement has a term that the work on temporary basis as part-time sweeper will be provided to him. In settlement neither the permanency was claimed nor was it granted. As per settlement it was necessary to provide work on temporary and part time basis. There is no sufficient evidence to prove that he had acquired the permanency at any time. Therefore he cannot claim permanency in the service on the basis of it.

7. No doubt he was provided with the work in Diary Farm which seems to be another concern of the same management. And the petitioner also worked in that farm. It means there was no objection for it. The petitioner never resisted to work there till filling of the present claim. As it was not objected it will have to presume as accepted by the petitioner. However it was neither intentional nor with the motive to avoid permanency.

8. Similarly his claim regarding that his appointment was on compassionate ground has no substance.

9. Now let's consider as to whether it was necessary on the part of management to pay retrenchment compensation to him and his termination is illegal for non payment of it. According to the management he voluntarily on his own accord left the job, giving in writing that he is leaving the services voluntarily and he would not attend the work. He also gave in writing that he received all the terminal benefits and nothing remained to be paid to him. Thus he voluntarily abandoned his service as per management. The management has produced the original document dated 8-10-2001 under which he gave up the job. The petitioner has denied his signature on it at the time of evidence when the document was shown to him and alleged it as a forged document. He denied that he gave such undertaking and that he abandoned the service or he received the full wages till 8-10-2001. According to him his termination is illegal. He is not paid the retrenchment compensation which was obligatory. Hence he is entitled for the retrenchment compensation.

10. No doubt petitioner in statement of claim as well as in the rejoinder filed him has never specifically denied the signature. However as soon as the W.S. is filed by the management he has flatly denied that he gave such writing even without seeing the document. In fact if such document was in the existence the management ought to have filed the original on record along with the W.S. only. Its copy has been produced on 2-8-06 i.e. even after recording the evidence of the petitioner. The petitioner has filed his affidavit on 28-3-05 and the counsel for the management cross examined him on 22-5-06. It zerox copy was shown to the petitioner during his cross examination. The Original is filed after the case was closed for the Award, even after the arguments are heard. When the petitioner has denied the existence of such document it ought to have filled immediately. I fail to understand what was the reason for not producing it in time or at list along with W.S? The late production it self create doubts about the genuine of the documents.

11. It is pertinent to note that the management examined Sh. Lt. Chander who has on stated oath as under:-

..... "the petitioner has again voluntarily abandoned his services W.E. 8-10-2001. He had also given an undertaking to the effect that he leaves party No.1 (management) voluntarily. The party No.2 had also agreed that he had been paid wages till the date he had left the services of party No.1. The copy of undertaking as given by party No. 2 on 8-10-01 is annexed with evidence".....

12. In fact on denial of the existence of the document the management ought to have referred it for examination of the hand writing expert to ascertain the truth. No such steps are taken by management.

13. Secondly there is no specific evidence regarding its execution. Whether it was written by the petitioner in his own hand writing or some other person wrote it. It was not written in the presence of the witness Sh. Lt. Chander. Who wrote it, is a question and there is no answer to it. The petitioner is illiterate and can not read or write except his name. The document does not disclose even exactly how much amount was paid to the petitioner towards compensation and how much was paid toward salary and toward other compensation. It is not a receipt or entry of any acquaintance role. Had the management paid the amount it would have produced the relevant document showing payment of amount. The whole amount of the terminal benefits claims to have been paid under such documents. Who will believe it? There must be some more documents showing how the amount was calculated and paid along with the specific date of payment and the receipt obtained from the workman in token of payment of the amount. At list the entries in the relevant register should have been taken for the office purposes.

It being a Government undertaking strict proof is necessary. Thus the evidence of the management regarding payment of retrenchment compassion is totally unreliable. The so called under taking can not be accepted as proof of payment of the amount. Mere words will not satisfy and prove the payment of terminal benefits. Sec 25/F of I.D. Act is very much clear and strict regarding it. It is violation of the above provisions. Neither the document produced by it nor the evidence of Ch. Chander is reliable to prove that the retrenchment compensation was paid to the petitioner. I hold that it was not paid and consequently the termination/retrenchment will have to be declared as void. The petitioner is entitled for compensation as well as reinstatement with full back wages from the period second appointment. Hence I pass this postive Award with the certain directions.

14. So far as payment of the wages as per minimum wages act is concerned, there is no specific evidence. The petitioner has stated that he was not paid as per the rates under the above act. However there is no specific evidence what were the existing rates of the wages at that time as per Act and at what rates he was paid during the period when he actually worked. However as his retrenchment is not legal he will have to deemed in service. As natural consequences of illegally, retrenched workmen would be entitle for the back. How ever it is necessary for him to prove that he had no other sours of income and that he was not doing any work at any other place. Here his contention that he has no sources of income is unbelievable. It is difficult to belive that he was not doing any work. In fact he was doing part time job during the services and the same was continued while working at Diary Farm. He is doing the work of sweeping which is available at any time. Moreover he was part-time workmen. He says that he was depending on the pension of his mother without getting any work. His version that he was totally out of work can not be believed. However as his retrenchment must have affected his income for which the payment of 50% back wages will meet the ends of justice. I allow it to him and proceed to pass the positive Award with the directions.

ORDER

1. It is hereby declared that the retrenchment w.e.f. 8-10-2001 of the petitioner is illegal.
2. The respondent is directed to reinstate him within two months from the date of publication of the Award.
3. It shall pay 50% of the back wages from the date of retrenchment till the reinstated.

Date: 8-4-2009

A.N. YADAV, Presiding Officer

the perennial nature of the cleaning and sweeping work done by the workmen for the last 20 years on a daily wage basis. It is also to ensure to prevent unfair labour practice upon the workmen. Again according to him, w.e.f. 1970 there has been a notification prohibiting the employment of contract labour.

6. As against this, it is contended on behalf of the Respondent that the petitioners are employees under the BHEL Labour Contract Society and not under the Respondent. The stand of the petitioners that they initially worked under the BHEL-Labour Contract Society or thereafter directly under the Respondent has not been proved by any iota of evidence. They seem to place reliance on mere statement averred in their own pleadings. The pleading by itself is not proof. The Respondent's counsel invited this Court's attention to the decision of the Supreme Court in *Secretary, State of Karnataka and Others Vs. Uma Devi and Others* (2006-II-LLJ-194) where it has been held that temporary employees are not entitled to regularization in service since they came through backdoor. Such a process is against the reservation policy of the Government apart from being violative of principles of natural justice. Regularization or absorption of temporary employees would deny lawful employment to the public. The temporary employees engaged by any authorities as additional hands to meet exigencies of work may lawfully do so without following the procedure for recruitment but such engagement does not confer to any such appointees a right for regularization or absorption in service against the mandatory provisions of Constitution of India which are to safeguard and protect the interests of all citizens alike. It is not for a temporary employee to have a legitimate expectation for being confirmed in some engagement when the appointment to the post could only be made following the proper procedure established by law.

7. It is the common case of both the parties that petitioners were initially employed by BHEL Labour Contract Society. Pursuant to High Court's order dated 7-8-2000 as admitted by either side, petitioners were directly working under the Respondent. According to Respondent such engagement was allowed to honour the direction of the High Court to allow them to remain in service until the dispute is referred and adjudicated in the industrial forum after deciding the question whether the petitioners were contract labourers or independent workers on which is to underlie a decision as to the entitlement or otherwise of the petitioners for absorption under the service of the Respondent.

8. the learned counsel for the petitioners further contended that the Court has to unveil the real relationship between the two contracting parties having regard to the perennial nature of the cleaning and sweeping work done by the workmen for the last 20 years on a daily wage basis.

He has further emphatically pointed out that the notification issued w.e.f. 1977., there has been prohibition of contract labour relating to cleaning and sweeping etc. He further contended that there is absolutely no reason not to regularize the workers and sought for a direction to absorb them. He again submitted that the work of the petitioners is not a project lasting for a short duration, it is work of a perennial nature which was being done by the workmen initially through the LCS and thereafter directly under the Respondent. He also invited this Court's attention to a decision of the Supreme Court in *Hindalco Industries LTD. Vs. Association of Engineering Workers* (2008-CDJ-SC-522) wherein the decision was rendered on some guidelines under which the Industrial Court order regularization of workmen placed under similar circumstances as that of the petitioners herein. In this case in the given facts and circumstances of the case in relation to the petitioners that they have been doing cleaning and sweeping work which are of perennial nature initially through the LCS and thereafter directly under the Respondent shows that the labourers could be categorized as regular workers under the Respondent. According to the petitioners, they were doing the work right from 1988. It is not disputed that the Labour Contract Society withdrew from the contract from 1998. According to the petitioners they started to move before the authorities of the Respondent for their regularization in service as early as from the year 1994. It was when the respondent commenced a process of recruitment of some labourers in disregard of their claim that they started to put forward their claims to secure jobs before various levels of authorities commencing with the Central Administrative Tribunal before which also the petitioners had made a representation before the General manager of the Respondent factory. Though the petitioners have not produced any tangible evidence in support of their claims for regularization, the question that looms large for consideration is whether there exists any circumstances from which it could legally and reasonably inferred that the petitioners though styled to work through a Contractor were actually workers under the Respondent. The fact that the petitioners worked until 1998 through a Contractor while is true, the other question is as to whether after that period or at least after 7-8-2000, the date of the High Court order, they were actually working under the Respondent. The fact that they were actually working under the Respondent is admitted by the Respondent. But according to them the reason is that it was to honour the decision of the High Court to accommodate the petitioners since their dispute is to be referred to and Industrial forum and got adjudicated. In this context, it is pertinent to ask whether there were vacancies of post to accommodate the petitioners so as to honour the High Court's directions. The respondent does not whisper and that there were no posts at all to accommodate them and that they were only engaging the petitioners in order to honour the direction of the High Court. On this aspect, the burden of proof is especially on the Respondent which function has not been discharged by him.

9. The case of the petitioner again is that the contract between the LCS and the Respondent is sham and nominal. It can be so when the parties have in contemplation a clandestine relationship in the transactions to be entered between them. Such a hidden understanding is not gatherable by or known by anybody except the parties themselves. Therefore this is a grey area to be proved by the petitioners by letting in some tangible evidence. This has to be gathered from the circumstances. The fact that the work they were attending to is of a perennial nature is a strong circumstance to infer that the work is not separable as one dischargeable by a contract labourer or a regular labourer under the Respondent. This is again a circumstance to prove that they were really employed under the respondent and the contract between the Respondent and Labour Contract Society is apt to be sham and nominal. Another circumstance is that even after the LCS parted with the Respondent, the petitioners worked with the Respondent doing the very same work, they were doing. This could be explained away by the Respondent saying that they employed the Respondent "only" to honour the direction of the High Court but the truth of which has not been brought home to him in its entirety. The Respondent has no case that there was no work to be given to them even thereafter. The Respondent has not been able to distinguish between the two categories of work done by 10 regular workers recruited by them and that which was being done by the petitioners. On this aspect, they have come with a case which is very vague as anything. In the matter of recruitment of 10 regular posts of workers effected by the Respondent, their case is that their work is in relation to the production of defence stores which is their main activity. They do not say what that item of work is. They also do not whisper as to how or by whom they were getting that item of work done prior to the recruitment of the said 10 regular workers which was in the year 1998. Was it a case that before the recruitment of the said 10 regular workers, there was no such work to be attended by any workman? If it had not been so, for discharge of such work were not any of the petitioners employed? Having regard to all these matters, I am led to the conclusion that the Respondent Management has not been sincere in their attitude towards the petitioners to regularize them in service in spite of their having worked for more than 10 years. Therefore, as argued by the learned counsel for the petitioner, the Respondent has been always out to deny the legitimate claims of the petitioners by denying them regularization in service which would in turn necessitate them to give enhanced payments to them by way of salaries and other monetary benefits. This is discernibly and unfair labour practice. Another argument canvassed against the petitioners that their entry into employment is through backdoor cannot be sustained for the reason that they came very much under the engagement of Respondent Factory through LCS which is a Society registered under law. The dictum of the decision of the

Apex Court in Uma Devi's case according to me cannot be squarely made applicable to the case of the petitioners. There the Hon'ble Apex Court lays down the general and broad principles for regular appointments in services under the sovereign government which has formulated recruitment rules and guidelines for the appointment to be made in governmental institutions from the public so as to afford equal opportunities to all the citizens who have to be treated alike. In the facts of the present case, the Respondent has no case that any recruitment rules or guidelines have been framed for the recruitment of labourers under its establishment. In as much as it is not proved that there has been introduced into the establishment any comprehensive recruitment rules or guidelines in the matter of recruitment to the post of labourers, it cannot be said that by regularizing the petitioners, it will be offending the mandatory provisions of the Constitution of India in negation of the valid and fundamental rights of the citizens of India for equal opportunity in the governmental employment. In the matter of appointments what the Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 imposes is an obligation to notify vacancies in various employments in that establishment. The Act does not impose any obligation on any establishment to recruit persons through Employment Exchange. The Respondent proceeded to recruit some workers through Employment Exchange in disregard of the legitimate claims of the petitioners. The burden to prove that the mode of recruitment resorted to through the Employment Exchange is in accordance with any recognized recruitment rules or guidelines is again on the Respondent which function has not been discharged. Respondent has a special duty to prove that aspect since it is on an insistence on that fact as well that they are out to deny the absorption of petitioners into service. The petitioners are workmen, having continuous services for long years. They have been working for several years and eking out their livelihood out of the income derived from their present job. Their right to life under Article-21 of the Constitution of India is also seen to be protected.

10. It is settled that when both sides adduce evidence, the burden of proof loses much of its importance. Conversely, it may also be true that when both sides do not adduce evidence, the burden of proof loses its importance. In other words, a decision is to rest even on preponderance of probabilities. From what has been discussed above notwithstanding the fact that the petitioners have not come forward with any tangible evidence from the circumstances mentioned supra, it could well be found that their claims hold good. That is to say they have been workers initially under the LCS and thereafter under the Respondent Company. They have put continuous service extending to years. They are therefore in law and under the right entitled to be regularized or absorbed into service under the Respondent. The learned

New Delhi, the 20th May, 2009

S.O. 1603.—Whereas M/s Tata Honeywell Automation India Ltd. [under Code No. MH/30573 in Pune Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 2-07-1996 until further notification.

[No. S-35015/91/2009-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 मई, 2009

का.आ. 1604.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आंध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

'आंध्र प्रदेश राज्य में अनंतपुर जिले में स्थित 'धर्मवरम' के नगरपालिका क्षेत्र के अंतर्गत आने वाले सभी क्षेत्र ।'

[सं. एस-38013/22/2009-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st May, 2009

S.O. 1604.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79, and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

"All the areas falling within the Municipal Limits of Dharmavaram of Ananthapur District in Andhra Pradesh."

[No. S-38013/22/2009-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 29 अप्रैल, 2009

का.आ. 1605.—राष्ट्रपति, मोहम्मद शाकिर हसन को 15-4-2009 से उनके 65 वर्ष की आयु के होने तक अर्थात् 16-12-2012 तक अथवा अगले आदेश होने तक, जो भी पहले हो, केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, जबलपुर के पीठासीन अधिकारी के पद पर नियुक्त करते हैं ।

[सं. ए-11016/4/2008-सी एल.एस. II]

अनिमेश भारती, निदेशक

New Delhi, the 29th April, 2009

S.O. 1605.—The President is pleased to appoint Md. Shakir Hasan as Presiding Officer of the Central Government Industrial Tribunal -cum-Labour Court. Jabalpur w.e.f. 15-4-2009 till he attains the age of 65 years i.e. upto 16-12-2012 or until further orders, whichever is earlier.

[No. A-11016/4/2008-CLS-II]

ANIMESH BHARTI, Director